

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2	
2. AMENDMENT/MODIFICATION NO. P00023		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. 21435913		5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA/FEDSIM Acquisition (QF0B1B) 1800 F Street, NW, 3100 Washington, DC 20405 Contract Specialist Name: (b) (6) Contract Specialist Phone: (b) (6)		CODE 47QFCA		7. ADMINISTERED BY (If other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code) SMARTRONIX, LLC 44150 SMARTRONIX WAY HOLLYWOOD, MD, 20636-3172 Phone: (301) 373-6000 Fax: (301) 373-7176				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q14OADU313 / 47QFCA18F0118	
						10B. DATED (SEE ITEM 13) 09/14/2018	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledge receipt of this amendment on each of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) 285F.Q00FB000.AA10.25.AF151.H08 Total Amount of MOD: \$0.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Please see attached SF30 continuation pages for further details.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephen C Madsen			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		03/02/2021		(Signature of Contracting Officer)			

Line Item Summary							
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	Rev. Ext. Price (F)	Prev. Ext. Price (G)	Amount Of Change (H)
0001	Labor	(b) (4)					(b) (4)
0002	Travel						
0003	Materials and Equipment						
0004	ODC						
0005	CAF						
1001	Labor						
1002	Travel						
1003	Materials and Equipment						
1004	ODC						
1005	CAF						
2001	Labor						
2002	Travel						
2003	Materials and Equipment						
2004	ODC						
2005	CAF						
TOTALS:					(b) (4)	(b) (4)	(b) (3) (4)

Standard Form 30 Continuation Page Contract No.:
GS00Q14OADU313
Task Order: 47QFCA18F0118
Modification P00023

Block 14 Continued:

The purpose of this modification is to:

1. Make administrative changes to the Task Order.
2. (b) (3) (A)

As a result the subject Task Order (TO) is modified as follows:

1. Administrative Changes to the TO as follows:

- a. The Cover Page is revised to reflect March 2, 2021.
- b. All Pages are revised to reflect Modification P00023 in the footer.
- c. (b) (3) (A)
- d. Update section G.1.1 to include ACOR information.
- e. Update the following attachments:
 - o Attachment D, Incremental Funding Table (IFT).
- f. Other attachments included in the modification:
 - o ACOR appointment letter.
 - o GFR appointment letters.

2. (b) (3) (A)

CLIN	Current CLIN Ceiling	Realigned Ceiling	Revised CLIN Ceiling
0001	(b) (4)		(b) (3) (A)
0002			
0003			
0004			
0005			
Subtotal			
1001			
1002			
1003			
1004			
1005			
Subtotal			
2001			
2002			
2003			
2004			
2005			
Subtotal			
3001			
3002			
3003			
3004			
3005			
Subtotal			
4001			
4002			
4003			
4004			
4005			
Subtotal			
Grand Total			

Standard Form 30 Continuation Page Contract No.:

GS00Q14OADU313

Task Order: 47QFCA18F0118

Modification P00023

All changes will be marked with a vertical task bar in the right side of the Task Order. Except as noted herein, all other terms and conditions of this contract shall remain in full force and effect.

SUMMARY OF COST IMPACT OF ABOVE CHANGES

- Funding remains unchanged at (b) (3) (A)
- The total estimated cost/price of the Task Order increases by (b) (4) from (b) (4) to (b) (3) (A).
- Note that any ceiling errors in the incremental funding table of \$2 or less is the result of rounding issues and is considered nominal and nonimpactful.

END OF MODIFICATION

TASK ORDER (TO)

47QFCA18F0118

**Command, Control, Communications, Computers,
Intelligence, Surveillance, and Reconnaissance (C4ISR)**

in support of:

**UNITED STATES AFRICA COMMAND
(USAFRICOM)**



Issued to:

**Smartronix Inc. under the General Services Administration (GSA) One Acquisition
Solution for Integrated Services (OASIS) Multiple Award (MA) Indefinite
Delivery/Indefinite Quantity (IDIQ) – Pool 3 Contract GS00Q14OADU313**

Conducted under Federal Acquisition Regulation (FAR) 16.505

Issued by:

**The Federal Systems Integration and Management Center (FEDSIM)
1800 F Street, NW (QF0B)
Washington, D.C. 20405**

**Task Order Award: September 14, 2018
Modification 23: March 02, 2021**

FEDSIM Project Number DE00941

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Pool 3. An acronym listing to support this TO is included in **Section J, Attachment B**.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate Cost-reimbursable (CR) Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a Cost-Plus-Award-Fee (CPAF) basis for:

- a. Mandatory Labor CLINs 0001, 1001, 2001, 3001, and 4001

The contractor shall perform the effort required by this TO on a Cost-Plus-Fixed-Fee (CPFF) Term basis for:

- a. Materials and Equipment CLINs 0003, 1003, 2003, 3003, and 4003
- b. Other Direct Cost (ODC) CLINs 0004, 1004, 2004, 3004, and 4004

The contractor shall perform the effort required by this TO on a CR Not-to-Exceed (NTE) basis for:

- a. Long-Distance Travel CLINs 0002, 1002, 2002, 3002, and 4002
- b. CAF CLINs 0005, 1005, 2005, 3005, and 4005

The work shall be performed in accordance with all Sections of this TO and the offeror's Basic Contract, under which the resulting TO will be placed.

B.4 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 65 miles from the contractor employee's duty station and/or assigned place of performance. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CAF	Contract Access Fee
CLIN	Contract Line Item Number
CPAF	Cost-Plus-Award-Fee
CPFF	Cost-Plus-Fixed-Fee
CR	Cost-Reimbursable
G&A	General and Administrative
M&S	Material and Subcontracting
NTE	Not-to-Exceed

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

ODC Other Direct Cost

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.1 BASE PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
0001	Labor (Tasks 1-9)	(b) (4)	(b) (4)	(b) (3) (A)

CR TRAVEL CLIN

CLIN	Description		Total NTE Price
0002	Long-Distance Travel Including Indirect Handling Rate of (b) (4) for prime contractor travel only.	NTE	(b) (3) (A)

CPFF (TERM) MATERIALS AND EQUIPMENT and ODC CLINs

CLIN	Description		Estimated Cost	Fixed Fee	Total CPFF Price
0003	Materials and Equipment Including Indirect Handling Rate (comprised of M&S (b) (4) burdened with G&A (b) (4)) of (b) (4)	CPFF-Term	(b) (4)	(b) (4)	(b) (3) (A)
0004	ODCs Including Indirect Handling Rate of (b) (4)	CPFF-Term	(b) (4)	(b) (4)	(b) (3) (A)

CAF

CLIN	Description		Total Ceiling Price
0005	CAF	NTE	(b) (3) (A)

TOTAL CEILING BASE PERIOD CLINs:

(b) (3) (A)

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.2 FIRST OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
1001	Labor (Tasks 1-9)	(b) (4)	(b) (4)	(b) (3) (A)

CR TRAVEL CLIN

CLIN	Description		Total NTE Price
1002	Long-Distance Travel Including Indirect Handling Rate (b) (4) % for prime contractor travel only.	NTE	(b) (3) (A)

CPFF (TERM) MATERIALS AND EQUIPMENT and ODC CLINs

CLIN	Description		Estimated Cost	Fixed Fee	Total CPFF Price
1003	Materials and Equipment Including Indirect Handling Rate (comprised of M&S (b) (4) burdened with G&A (b) (4) % of (b) (4)	CPFF- Term	(b) (4)		(b) (3) (A)
1004	ODCs Including Indirect Handling Rate of (b) (4) %	CPFF- Term			

CAF

CLIN	Description		Total Ceiling Price
1005	CAF	NTE	(b) (3) (A)

TOTAL CEILING FIRST OPTION PERIOD CLINs:

(b) (3) (A)

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.3 SECOND OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
2001	Labor (Tasks 1-9)	(b) (4)	(b) (4)	(b) (3) (A)

CR TRAVEL CLIN

CLIN	Description		Total NTE Price
2002	Long-Distance Travel Including Indirect Handling Rate of (b) (4) for prime contractor travel.	NTE	(b) (3) (A)

CPFF (TERM) MATERIALS AND EQUIPMENT and ODC CLINs

CLIN	Description		Estimated Cost	Fixed Fee	Total CPFF Price
2003	Materials and Equipment Including Indirect Handling Rate (comprised of M&S (b) (4) % burdened with G&A (b) (4) % of (b) (4))	CPFF -Term	(b) (4)		(b) (3) (A)
2004	ODCs Including Indirect Handling Rate of (b) (4)	CPFF -Term			

CAF

CLIN	Description		Total Ceiling Price
2005	CAF	NTE	(b) (3) (A)

TOTAL CEILING SECOND OPTION PERIOD CLINs:

(b) (3) (A)

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.4 THIRD OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
3001	Labor (Tasks 1-9)	(b) (4)	(b) (4)	(b) (3) (A)

CR TRAVEL CLIN

CLIN	Description		Total NTE Price
3002	Long-Distance Travel Including Indirect Handling Rate of (b) (4)% for prime contractor travel only.	NTE	(b) (3) (A)

CPFF (TERM) MATERIALS AND EQUIPMENT and ODC CLINs

CLIN	Description		Estimated Cost	Fixed Fee	Total CPFF Price
3003	Materials and Equipment Including Indirect Handling Rate (comprised of M&S (b) (4)% burdened with G&A (b) (4)% of (b) (4)%	CPFF-Term	(b) (4)		(b) (3) (A)
3004	ODCs Including Indirect Handling Rate of (b) (4)	CPFF-Term			

CAF

CLIN	Description		Total Ceiling Price
3005	CAF	NTE	(b) (3) (A)

TOTAL CEILING THIRD OPTION PERIOD CLINs:

(b) (3) (A)

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.4.5 FOURTH OPTION PERIOD:

MANDATORY CPAF LABOR CLIN

CLIN	Description	Cost	Award Fee	Total CPAF
4001	Labor (Tasks 1-9)	(b) (4)	(b) (4)	(b) (3) (A)

CR TRAVEL CLIN

CLIN	Description		Total NTE Price
4002	Long-Distance Travel Including Indirect Handling Rate of (b) (4) for prime contractor travel only.	NTE	(b) (3) (A)

CPFF (TERM) MATERIALS AND EQUIPMENT and ODC CLINs

CLIN	Description		Estimated Cost	Fixed Fee	Total CPFF Price
4003	Materials and Equipment Including Indirect Handling Rate (comprised of M&S (b) (4)% burdened with G&A (b) (4)%) of (b) (4)%	CPFF-Term	(b) (4)		(b) (3) (A)
4004	ODCs Including Indirect Handling Rate of (b) (4)%	CPFF-Term			

CAF

CLIN	Description		Total Ceiling Price
4005	CAF	NTE	(b) (3) (A)

TOTAL CEILING FOURTH OPTION PERIOD CLINs:

(b) (4)

GRAND TOTAL CEILING ALL CLINs:

(b) (4)

B.5 SECTION B TABLES

B.5.1 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

OCONUS is defined as other than the 48 contiguous states plus the District of Columbia (D.C.). The U.S. Department of State's (DoS) Bureau of Administration, Office of Allowances, publishes report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances. The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas.

Contractor personnel assigned to foreign areas may receive the allowances and benefits detailed in **Section H**, but shall not receive allowance and benefits in excess of those identified in the DSSR.

Where costs are not specifically addressed in the DSSR, the Government will reimburse the contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures, and other applicable agency specific regulatory supplements. The Federal Systems Integration and Management Center (FEDSIM) Contracting Officer's Representative (COR) and FEDSIM Contracting Officer (CO) will determine if costs are reasonable, allowable, and allocable.

B.5.2 MATERIALS AND EQUIPMENT, OTHER DIRECT COSTS (ODCs) AND LONG-DISTANCE TRAVEL HANDLING RATE

Materials and Equipment, ODCs, and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above. If the individual cost elements making up are less than the ceiling, then they must be billed. For example, if the Material Handling and Subcontracting cost element is less than (b) (4), then it must be billed at the actual rate that is less than (b) (4). The same applied to the General and Administrative cost element.

B.5.2.1 METHODOLOGY OF APPLYING INDIRECT HANDLING RATE TO TRAVEL, MATERIALS AND EQUIPMENT AND ODCs

(b) (4)

(b) (4)

The table below presents an itemized example of the application of indirect rates and fee, assuming \$100,000 cost incurred in Travel, Material and Equipment, and ODCs in the Base Period. **Travel, Material and Equipment, and ODC purchases shall be rounded to the nearest whole dollar as in the example below.** The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

Example of Purchases for Travel, Material and Equipment, and ODCs

		M&S	G&A		Fee	
CLIN/Description	Cost	(b) (4)	(b) (4)	Total Costs	(b) (4)	Total
CLIN 0002 Travel – (Prime Contractor)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (3) (A)
CLIN 0002 Travel – (Subcontractor) Travel						
CLIN 0003 Material & Equipment (Prime Contractor)						
CLIN 0003 Material and Equipment (Subcontractor)						
CLIN 0004 ODC (Prime Contractor)						
CLIN 0004 ODC (Subcontractor)						

B.5.3 LABOR CATEGORIES

Labor categories proposed shall be mapped to existing OASIS labor categories (**Section J, Attachment C**). Labor categories proposed by the contractor for specialized support not defined in **Section J, Attachment C** shall map to an Office of Management and Budget (OMB) Service Occupation Classifications (SOC) administered by the Bureau of Labor Statistics (BLS).

B.5.4 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The costs to be reported under CLIN X001 are those associated with the reporting requirements specified in **Section C.5.1.1** and relate to this TO only.

B.6 INCREMENTAL FUNDING

B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of (b) (3) (A) for CLINs 0001 through 2005 is currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through **September 13, 2021** unless otherwise noted in **Section B**. The TO may be modified to add funds incrementally up to the maximum of (b) (3) (A) over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

B.6.1.1 INCREMENTAL FUNDING CHART FOR CPAF

See **Section J, Attachment D** - Incremental Funding Chart (Excel Spreadsheet).

B.7 ANCILLARY SUPPORT

Ancillary Information Technology (IT) support may be required during TO performance. The FEDSIM COR will communicate all requests for ancillary support to the contractor.

B.8 AWARD FEE POOL VALUE REPORTING TABLE

The Award Fee Determination Plan (AFDP) establishes award fee. See **Section J, Attachment E** Draft AFDP (.pdf document).

B.9 NON-SEVERABLE TECHNICAL DIRECTION LETTER (TDL) CLINS

If a USAFRICOM TDL has been determined by the Government to be non-severable, the Government will modify the TO to create a discrete set of sub-CLINs and associate them with the non-severable USAFRICOM TDL. Each non-severable TDL identified will have its own set of sub-CLINs, and the total ceiling of the sub-CLINs will not exceed the ceiling value of parent CLINs (e.g., 0001, 0002). Non-severable TDL sub-CLINs will be fully funded at time of obligation and cannot be incrementally funded.

B.10 CPFF TERM CLINs (X003 and X004)

The contractor shall be entitled to payment of fixed fee proportional to cost incurred for that CLIN. The contractor may present, with its monthly vouchers for costs, a fee voucher in an amount bearing the same percentage of fixed fee as the certification of incurred costs bears to the total estimated cost for each CLIN, not to exceed the ceiling for that CLIN (see TO Section G.3.2).

C.1 MISSION

The United States Africa Command (USAFRICOM) is one of nine Department of Defense (DoD) Unified Combatant Commands and is responsible for military relations with African nations, the African Union, and African regional security organizations. It protects and defends the interests of the United States (U.S.) by strengthening the defense capabilities of African nations and, in cooperation with African governments, conducts military missions that increase security while deterring and defeating a variety of transnational threats. USAFRICOM's Area of Responsibility (AOR) includes over 50 countries located on the African continent and surrounding waters. To fulfill this mission, USAFRICOM, its service component commands, and its strategic and operational partners require Command, Control, Communications, Computer, Intelligence, Surveillance, and Reconnaissance (C4ISR) support.

The mission of C4ISR operations is to provide accurate, relevant, and timely information to operational and strategic decision makers. Decision superiority is the competitive advantage, enabled by an ongoing situational awareness, that allows commanders and their forces to make informed decisions and implement them as fast and effectively as the situation warrants. Decision superiority is about improving the U.S.' ability to observe, orient, decide, and act faster and more effectively than the adversary based on the information that is provided through a sophisticated IT-based system of systems. To achieve this goal through effective employment of C4ISR capabilities, it is imperative to capitalize on the interoperability existing among current C4ISR systems. To be effective, C4ISR systems must be strategic, operational, and tactical; protected from cyber-attacks; and responsive to the commander's or decision maker's needs. Intelligence, Surveillance, and Reconnaissance (ISR) products and capabilities must enable strategic, operational, and tactical users to better understand the operational environment systematically, spatially, and temporally, allowing them to orient themselves to the current and predicted situations to enable a decisive decision.

C.1.1 BACKGROUND

USAFRICOM, its service component commands, and its strategic and operational partners have a requirement for rapid reaction, special mission projects related to the integration of Irregular/Electronic Warfare Professional Services across multiple disciplines. These projects are designed to mitigate asymmetric threats in support of tactical elements deployed in various AORs. These projects support the development, integration, and operation of mission systems used for information collection that detect, identify, assess, exploit, or neutralize threats to the U.S. and its interests. The threats are not limited to counterintelligence (CI), but could also include cyberwarfare, cyberterrorism, and protection of critical infrastructure. C4ISR are often referred to as the collective whole, but the capabilities are distinct and each fulfills a different purpose.

These distinct capabilities are defined below:

- a. Command and Control (C2) is the ability to exercise authority and provide direction to an assigned or attached force in the accomplishment of the mission.
- b. Communication provides secure, robust, and effective bi-directional flow of information to enable transport of voice and/or data.

- c. Computer resources enable the secure processing, displaying, and transportation of data in support of the assigned mission.
- d. Intelligence is the product resulting from the collection, processing, integration, analysis, evaluation, and interpretation of available information concerning foreign countries or areas; it is the information and knowledge about a topic obtained through observation, investigation, and analysis.
- e. Surveillance is the systematic observation of aerospace, surface, or subsurface areas, places, persons, or things by visual, aural, electronic, photographic, or other means.
- f. Reconnaissance is a mission undertaken to obtain, by visual observation or other detection methods, information about the activities and resources of an enemy or potential enemy, or to secure data of geographic characteristics for a particular area.

C.2 SCOPE

The scope of this TO is to provide the support identified in this Performance Work Statement (PWS) to USAFRICOM, its service component commands, and its strategic and operational partners. The contractor shall support theater peacetime, crisis, and contingency operations.

The primary places of performance are the contractor's location within a 65 mile radius of Washington, D.C., and locations throughout the USAFRICOM AOR. Travel to support mission requirements in both Continental United States (CONUS) and Outside of the Continental United States (OCONUS) locations worldwide, not limited to the USAFRICOM AOR is anticipated.

C.3 CURRENT ENVIRONMENT

Currently, USAFRICOM receives support for five Contractor Owned Contractor Operated (COCO) aircraft which are located in three different locations on the African continent. Further information regarding USAFRICOM's current environment is located in **Section J, Attachment F**. In addition, a planned schedule that includes information regarding additional projects that are anticipated to occur during the Base Year period of performance of this TO are included in **Section J, Attachment AD**.

C.4 OBJECTIVE

The objective of this TO is to provide agile, innovative, and cost-effective support tailored to meet the demands associated with a dynamic global threat and security environment in order to ensure that USAFRICOM, its service component commands, and its strategic and operational partners are properly postured to meet mission critical requirements.

C.5 TASKS

The contractor shall perform the following tasks in support of this TO.

- a. Task 1 Provide Program Management
- b. Task 2 Transition Support
- c. Task 3 ISR Capabilities Research and Analysis
- d. Task 4 ISR Systems Design and Developmental Engineering
- e. Task 5 Test, Evaluation, and Deployment of ISR Systems
- f. Task 6 Operations and Maintenance

- g. Task 7 Intelligence Analysis and Assessments
- h. Task 8 Training Support
- i. Task 9 Cybersecurity and Information Assurance Support

C.5.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT

The contractor shall provide program management support and contractor personnel resources necessary to support this TO. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors and teaming partners, to satisfy the requirements identified in this TO.

The contractor shall institute and maintain industry best-practice standards, processes, and methodologies. Should the contractor encounter any technical, security, financial, personnel, or general managerial problems throughout the TO period of performance, the contractor shall immediately contact the FEDSIM COR and USAFRICOM Technical Point of Contact (TPOC).

C.5.1.1 SUBTASK 1 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this TO via Enterprise Contractor Manpower Reporting Application (ECMRA) which is a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor that was executed during the Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the support desk at: <http://www.ecmra.mil/>.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.2 SUBTASK 2 – COORDINATE A TO KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a TO Kick-Off Meeting at a location approved by the Government (**Section F, Deliverable 02**). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization, invoicing, and reporting procedures. At a minimum, the attendees shall include the FEDSIM CO, contractor Key Personnel, representatives from USAFRICOM, other key Government personnel, the USAFRICOM TPOC, and the FEDSIM COR.

The contractor shall provide a TO Kick-Off Meeting Agenda (**Section F, Deliverable 01**) prior to the meeting for review and approval by the FEDSIM COR and the USAFRICOM TPOC. The agenda shall include, at a minimum, the following topics:

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- a. Introduction of team members and personnel to include roles, responsibilities, and lines of communication between the contractor and the Government.
- b. Transition discussion.
- c. Security discussion and requirements (i.e., clearance transfers, building access, badges, Common Access Cards (CACs)).
- d. Project Management Plan (PMP) discussion including schedule, tasks, etc.
- e. Staffing Plan and status.
- f. Financial forecasting/tracking and invoicing requirements (**Section C.5.1.10 and Section G.3**).
- g. TO portal strategy (**Section C.5.1.9**).
- h. Updated Mission-Essential Contractor Services Plan (**Section H.22**).
- i. Status update of the offeror's Commercial Aircraft Insurance Policy (**Section H.24**)

The Government will provide the contractor with the number of Government participants for the TO Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide a Kick-Off Meeting Minutes Report (**Section F, Deliverable 03**) documenting the TO Kick-Off Meeting discussion and capturing any action items.

C.5.1.3 SUBTASK 3 – PREPARE A PROJECT MANAGEMENT PLAN (PMP)

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a Draft PMP (**Section F, Deliverable 04**) on which the Government will make comments. The Final PMP (**Section F, Deliverable 05**) shall incorporate the Government's comments.

At a minimum, the PMP shall:

- a. Describe the proposed management approach and contractor organizational structure.
- b. Provide for an overall Work Breakdown Structure (WBS) with a minimum of three levels and associated responsibilities and partnerships between or among Government organizations.
 1. The WBS shall identify all technical activities at a level of detail sufficient for the contractor to manage the work.
 2. Each WBS element shall be accompanied by a description and expected result(s).
 3. Each WBS element shall include an estimate of the Level of Effort (LOE) required by labor category and associated cost.
- c. Contain detailed Standard Operating Procedures (SOPs) for all tasks and processes that require Government involvement and/or approval.
- d. Include milestones, tasks, and subtasks required in this TO.
- e. Describe in detail the contractor's approach to risk management under this TO.
- f. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.

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The PMP is an evolutionary document that shall be updated annually at a minimum or as changes in the program occur. The contractor shall work from the latest Government-approved version of the PMP.

C.5.1.4 SUBTASK 4 – QUALITY ASSURANCE

The contractor shall provide a Draft Quality Control Plan (QCP) (**Section F, Deliverable 06**) on which the Government will make comments. The Final QCP (**Section F, Deliverable 07**) shall incorporate the Government's comments. Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the TO. The contractor's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures to provide high quality performance for each Task Area. The QCP shall describe how the contractor's processes integrate with the Government's requirements.

The contractor shall periodically update the QCP, as required as changes in program processes are identified.

C.5.1.5 SUBTASK 5 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR (**Section F, Deliverable 08**). The MSR shall, at a minimum, include the following:

- a. For each task and/or project, the activities and deliverables supported and/or completed during the previous month (include on-going activities, new activities, and activities completed, and progress to date on all above mentioned activities). This includes a list of all deliverables delivered during this period and status of Government approval. This includes the status of maintenance activities that occurred during the reporting period (**Section C.5.6.2**).
- b. Identified issues or concerns and the proposed resolution.
- c. Problems encountered and corrective actions taken.
- d. Updated personnel roster that also specifically identifies any gains, losses, and status changes (security clearance, etc.).
- e. Government actions required.
- f. Schedule (identify major tasks, milestones, and deliverables and the planned and actual start and completion dates for each).
- g. Summary of trips taken and conferences attended for reporting period.
- h. Financial status:
 1. Costs incurred at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), through the previous month.
 2. Costs invoiced at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), through the previous month.
 3. Projected costs to be incurred at the project and CLIN level, broken out by prime contractor, subcontractor(s), and teaming partner(s), for the current month.
- i. Recommendations for changes, modifications, or improvements to tasks or processes.
- j. Changes to the PMP.

C.5.1.6 SUBTASK 6 – CONVENE TECHNICAL STATUS MEETINGS

The contractor PM shall convene a monthly Technical Status Meeting (**Section F, Deliverable 09**) with the USAFRICOM TPOC, FEDSIM COR, and other Government stakeholders. The purpose of this meeting is to ensure all stakeholders are informed of the monthly activities and MSR, provide opportunities to identify other activities and establish priorities, and coordinate resolution of identified problems or opportunities. The contractor's Task Order Program Manager (TOPM) shall provide minutes of these meetings, including attendance, issues discussed, decisions made, and action items assigned, i.e., Technical Status Meeting Minutes (**Section F, Deliverable 10**), to the FEDSIM COR within five workdays following the meeting.

C.5.1.7 SUBTASK 7 – PREPARE TRIP REPORTS

The Government will require a Trip Report (**Section J, Attachment G**) for all travel charged to the TO (**Section F, Deliverable 11**). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, Government approver(s), location of travel, duration of trip, total cost of the trip, and Point of Contact (POC) at the travel location. Trip reports shall also contain a detailed description of the purpose of the trip and any knowledge gained.

C.5.1.8 SUBTASK 8 – PROVIDE MEETING REPORTS

The contractor shall provide Meeting Reports (**Section F, Deliverable 12**), as requested by the Government, to document meetings. The Meeting Reports shall, at a minimum, include the following information:

- a. Meeting attendees and their contact information and organization.
- b. Meeting date and location.
- c. Meeting agenda.
- d. Purpose of meeting.
- e. Summary of what transpired (issues and risks discussed, decisions made, deliverables submitted, deliverable approval status, and action items assigned).
- f. Conclusion.
- g. Recommendation(s).
- h. Next scheduled event(s) impacting or impacted by the meeting.

C.5.1.9 SUBTASK 9 – DEVELOP AND MAINTAIN A TO PORTAL

The contractor shall develop and maintain an unclassified TO portal that both Government-approved contractor personnel and Government personnel can access worldwide via unique user identification and password. The TO portal shall not be CAC-enabled and shall be a cloud-based solution available to users with a .mil or a .gov account. The contractor shall provide the Government with a Recommended Portal Strategy (**Section F, Deliverable 13**) at the TO Kick-Off Meeting for FEDSIM COR and USAFRICOM TPOC approval. At a minimum, the strategy should include technical requirements, a schedule, and assumptions.

The objective of the TO portal is to introduce efficiencies and ensure coordinated service delivery. At a minimum, the TO portal shall serve as a repository for all unclassified TO deliverables and financial tracking data to include financial forecasts. The portal shall also

include a workflow process that automates the contractor's submission of Requests to Initiate Purchases (RIPs), Travel Authorization Requests (TARs), and Trip Reports. This workflow process shall also allow the FEDSIM COR, USAFRICOM TPOC, and other Government personnel to provide digital concurrence and approval for RIPs, TARs, and Trip Reports.

C.5.1.10 SUBTASK 10 – FINANCIAL FORECASTING AND TRACKING

The Government anticipates that funding will be received from multiple sources and financial data will need to be tracked at the Military Interdepartmental Purchase Request (MIPR), funding source, or project level. The contractor shall work with the FEDSIM COR and USAFRICOM TPOC to determine, for each task or project, the level of financial tracking required. For each task or project, the contractor shall create a Financial Forecast (**Section F, Deliverable 14**) for each TO period of performance that details the anticipated monthly costs by CLIN. The contractor shall set the baseline at the start of each TO period of performance and update the forecasts monthly, at a minimum, as costs are incurred, or as requirements change.

The contractor shall present a draft proposed format for the financial forecast at the TO Kick-Off meeting for FEDSIM COR and USAFRICOM TPOC approval and shall utilize the Government-approved format.

C.5.1.11 – SUBTASK 11 – RESERVED

C.5.1.12 – SUBTASK 12 – PROJECT MANAGEMENT

The contractor shall provide project management support for each TDL under this TO. The USAFRICOM TPOC and FEDSIM COR will communicate all requests for project support to the contractor. The contractor shall prepare a Project Implementation Plan (PIP) for each project identified by the USAFRICOM TPOC and FEDSIM COR. The contractor shall tailor the requirements for each PIP to match the complexity of the project requirements. The Final PIP (**Section F, Deliverable 19**) shall incorporate the Government's comments. The contractor shall provide support in accordance with the PMP and the latest Government approved PIP. The PIP is an evolutionary document that shall be updated by the contractor as elements of the project change.

Following receipt the Draft TDL signed by the FEDSIM COR, the contractor shall submit a Draft PIP in accordance with Section C.5.1.12 (**Section F, Deliverable 17**), and a Detailed Cost Estimate Rough Order of Magnitude (ROM).

The Draft PIP shall include the following:

- a. Implementation plan/strategy which defines the project specifications, structure, requirements, activities, conditions, risks, mitigations, and schedule from project inception through project closeout. All project milestones shall be detailed with clear, unambiguous targets.
- b. A WBS may be required for some projects, the USAFRICOM TPOC and FEDSIM COR will specify which project(s) require a WBS and the required WBS level. The WBS shall have the appropriate amount of detail in order to provide clear instructions to the personnel supporting the project and shall include a detailed and reasonable estimate of the total time and effort involved.

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- c. Project staffing and resource profile.
- d. Travel and security considerations.
- e. Communication and roles and responsibilities framework to ensure both the contractor and the Government are able to efficiently and effectively monitor progress and receive early warning of potential issues.
- f. Sequence diagrams and/or a Program Evaluation and Review Technique (PERT) chart (if applicable).
- g. Detailed project cost estimate [Rough Order of Magnitude (ROM)] broken out by CLIN.

The FEDSIM COR, TPOC and customer will review the Draft PIP and ROM. The Contractor shall provide clarifications until FEDSIM approval of Draft PIP and ROM. The Contractor shall sign final PIP and the Contracting Officer will sign and fully execute the TDL. Following final approval of the TDL, the contractor shall schedule, coordinate, and host a TDL Kick-Off Meeting to include an Agenda (**Section F, Deliverable 16**) for each C4ISR TDL at the location approved by the Government. At the Government's discretion, the TDL Kick-Off Meeting may be held virtually. The meeting shall provide an introduction between the contractor personnel and Government personnel who will be involved with the project, and provide the opportunity to discuss technical, management, and security issues, as well as travel authorization and reporting procedures required for the project. At a minimum, the attendees shall include TOPM, TDL project manager, and TDL financial analyst, representatives from USAFRICOM, other relevant Government personnel, the USAFRICOM TPOC, and the FEDSIM COR.

The Government will provide the contractor with the number of Government participants for each TDL Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

The contractor shall draft and provide TDL Kick-Off Meeting Minutes (Section F, Deliverable 18) documenting the Project Kick-Off Request Meeting discussion and capturing any action items.

The contractor shall notify the USAFRICOM TPOC and FEDSIM COR once the work required under a TDL is complete. Once the USAFRICOM TPOC and FEDSIM COR have concurred that the work required under the TDL is complete, the contractor shall conduct a post-project review and provide the Government with an After Action Report (**Section F, Deliverable 20**) that, at a minimum, outlines the following:

- a. Success factors and if/how they were met.
- b. Project transition considerations.
- c. Financial data.
- d. Recommendations for future consideration.
- e. Lessons Learned.

C.5.2 TASK 2 – TRANSITION SUPPORT

C.5.2.1 SUBTASK 1 – TRANSITION-IN

The contractor shall update the Draft Transition-In Plan provided with its proposal and provide a Final Transition-In Plan as required in Section F (**Section F, Deliverable 21**).

The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Final Transition-In Plan No Later Than (NLT) ten calendar days after award, and all transition activities shall be completed 90 calendar days after approval of Final Transition-In Plan.

C.5.2.2 SUBTASK 2 – TRANSITION-OUT

The contractor shall provide transition-out support when required by the Government. The Final Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO.

The contractor shall provide a Draft Transition-Out Plan (**Section F, Deliverable 22**) within six months of Task Order Project Start (PS). The Government will work with the contractor to finalize the Transition-Out Plan (**Section F, Deliverable 23**) in accordance with Section E. At a minimum, this Final Transition-Out Plan shall be reviewed and updated on an annual basis. Additionally, the Final Transition-Out Plan shall be reviewed and updated quarterly during the final Option Period.

In the Final Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. Points of contact.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor to contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless Transition-Out.

The contractor shall implement its Transition-Out Plan NLT six months prior to expiration of the TO.

C.5.3 TASK 3 – ISR CAPABILITIES RESEARCH AND ANALYSIS

The contractor shall research, analyze, and evaluate emerging ISR technologies. This support could include developing custom identification, collection, interpretation, and evaluation methods in order to assess ISR technologies. The contractor shall employ technologies such as Cloud, Big Data, mobility, and cyber, as well as emanating radiation, acoustic, optical, or other types of sensors for the purposes of processing/exploitation/dissemination of ISR data. The contractor shall support activities that could include, but are not limited to, the following:

- a. Conducting research and analysis of current and future ISR capabilities, requirements, deployments, and integration; ISR advanced concepts and technologies; system and subsystem platform integration; application of applied physics; analysis of electrical

designs; analysis of mechanical concepts; analysis of acoustic noise and sonar systems; and analysis of target illumination, detection, characterization, and classification.

- b. Conducting research and analysis to support the development of ISR technologies directly responsive to special warfare related ISR requirements.
- c. Conducting research and analysis and provide an ISR Design and Development Recommendation Report (**Section F, Deliverable 24**) that provides recommendations to the Government to support the design and development of ISR systems, subsystems, associated equipment, and programs.
- d. Conducting data analysis and provide a Strategic Concept Development Report (**Section F, Deliverable 25**) that provides technical recommendations to the Government for the enhancement of strategic concept development.
- e. Identifying, exploiting, and manipulating current and emerging ISR technologies.
- f. Establishing and supporting C4ISR, Cloud, Big Data, and cyber system technology insertion initiatives including the transfer and transition of existing and emerging ISR technologies.
- g. Providing systems engineering and integration support to C4ISR and other initiatives, including the development of systematic situation analyses, trade-off analyses, problem and potential problem analyses, decision analyses, risk analyses, tactics analyses, mission analyses, and strategy analyses, i.e., Systems Engineering and Integration Analyses (**Section F, Deliverable 26**) associated with systems engineering and integration.
- h. Providing human systems integration analysis and design solutions for ISR systems.
- i. Researching, analyzing, designing, developing, fabricating, integrating, testing, delivering, and installing test capability software.
- j. Analyzing system support requirements and documenting the analysis and findings for the Government in a Systems Support Requirements Document (**Section F, Deliverable 27**).
- k. Assisting the Government with research regarding the potential utilization and effectiveness of Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) hardware and software.

C.5.4 TASK 4 – ISR SYSTEMS DESIGN AND DEVELOPMENT ENGINEERING

The contractor shall develop, engineer, and integrate C4ISR subsystems and sensors for use in the collection, processing, exploitation, and dissemination of ISR data and/or to support critical infrastructure. The contractor shall support the full lifecycle of ISR data and critical infrastructure. The contractor shall support activities that could include, but are not limited to, the following:

- a. Developing the detailed designs of ISR systems and subsystems in an ISR Systems Design Document (**Section F, Deliverables 28 and 29**) in coordination with the Government. The designs shall include ISR and Subsystems to include unique subsystem components that could include devices associated with detection, characterization, and classification of ISR information using radiation, acoustic, optical, or other types of sensors.

- b. Updating and delivering Modernized Equipment Technical Documentation (**Section F, Deliverable 30**) that reflects the modernized equipment configuration. This technical documentation shall include updating engineering drawings, provisioning documentation, software documentation, source code, and technical instructions.
- c. Developing Analysis Verification and Validation Documentation (**Section F, Deliverable 31**) that supports analysis verification and validation of ISR systems.
- d. Completing non-recurring engineering and logistics data development activities to support intermediate and depot maintenance and related support infrastructure requirements for ISR systems and subsystems.
- e. Developing and modifying Digital Imagery and Video Analysis Software (**Section F, Deliverable 32**) in accordance with the standards required for interoperability.
- f. Developing Image and Video Manipulation Software (**Section F, Deliverable 33**) for image and video manipulation functions, enhancement tools, and improvement methods.
- g. Developing Concept of Operations (CONOPS) (**Section F, Deliverable 34**) and Technical Testing Approaches (**Section F, Deliverable 35**) for operational testing purposes. At a minimum, CONOPS shall address specific requirements, specifications, Government-Furnished Property (GFP), Contractor-Furnished Equipment (CFE), GOTS software, COTS software, and locally fabricated integration components.
- h. Developing and modifying Sensor Data Fusion Software (**Section F, Deliverable 36**). Sensor data fusion software is used to create database applications, as well as to accommodate computer hardware and operating system changes. The software supports database management software, data analysis software, and database content exchange between systems acting as a bridge between different technologies.
- i. Supporting the development, engineering, and integrating of any additional subsystem and sensors in order to enable the Government to transform data into information that can be readily disseminated and used, transmitted, and exploited by Government and/or contractor analysts.

C.5.5 TASK 5 – TEST, EVALUATION, AND DEPLOYMENT OF ISR SYSTEMS

The contractor shall conduct testing, evaluation, and deployment of ISR systems. The contractor shall support activities that could include, but are not limited to, the following:

- a. Performing installation and checkout for all subsystems and sensors.
- b. Researching and analyzing software anomalies and updating, integrating, testing, and delivering software corrections to ensure legacy capabilities are not degraded.
- c. Ensuring that current software is capable of functioning with legacy capabilities currently processed by the Government.
- d. Implementing advanced systems to improve data communication and aid quick dissemination of critical information. Integrating information from single or multiple sources with related information that enables the Government and/or contractor to evaluate the integrity of the information.
- e. Developing Analysis Test Reports (**Section F Deliverable 37**) describing, at a minimum, the analysis conducted and an evaluation of the test results.

- f. Implementing system configuration and layout, component selection, software code, and electronic printed circuit board designs.
- g. Providing integration, operations, and technical support of ISR systems, subsystems, and associated equipment. Integration support includes, but is not limited to, the integration of subsystem and sensors with models, software, hardware, firmware, COTS items, integrated systems, and subsystems.

C.5.6 TASK 6 – OPERATIONS AND MAINTENANCE

C.5.6.1 SUBTASK 1 – OPERATIONS

The contractor shall support operational customers with the collection of ISR data. Data collection in the domains of air, ground, and maritime (whether by manned or unmanned tools or systems) is not limited to the use of ISR equipment, and it also includes additional methods such as field surveys, as required and specified by the Government. The contractor shall interface directly with operational customers to provide technical support with the use of specialized ISR equipment. The contractor shall provide the full scope of technical support which could include on-site maintenance, repair, logistics support, and the operation of ISR equipment developed and fielded. The contractor shall support activities that could include, but are not limited to, the following:

- a. Developing Ground Operating Procedures (GOP) (**Section F, Deliverable 38**) and Flight Operating Procedures (FOP) (**Section F, Deliverable 39**).
- b. Providing a CONOPS Analysis (**Section F, Deliverable 40**) and recommending the most viable concepts to the Government.
- c. Demonstrating and evaluating the proposed rapid reaction technologies for each Government-approved CONOPS.
- d. Providing expert level analysis and assessment of ISR, command and control systems, and other emerging technical efforts.
- e. Developing SOPs and Processes (**Section F, Deliverable 41**), leveraging knowledge management and industry best practices, associated with system operations and mission areas.
- f. Developing Technical Performance and Evaluation Plans (**Section F, Deliverable 42**) to support the rapid insertion of one or more capabilities into an operational environment(s).
- g. Identifying, coordinating, and positioning resources, for each Government-approved CONOPS, during system and subsystem development and testing to satisfy intelligence requirements.
- h. Developing and managing a Collection Plan (**Section F, Deliverable 43**), once data has been verified and validated by the Government that integrates requirements with target characteristics.

C.5.6.2 SUBTASK 2 – MAINTENANCE

The contractor shall provide maintenance support for ISR systems and equipment. The contractor shall manage warranty and maintenance agreements for all equipment and software that require warranty and maintenance contracts. To mitigate service disruptions, all equipment shall remain covered by maintenance agreements while in use or in service of this TO.

Additionally, the contractor shall provide notification regarding all future maintenance overage requirements. The contractor shall support activities that could include, but are not limited to, the following:

- a. Designing, obtaining, installing, configuring, and maintaining systems and equipment including, but not limited to, sensors, battlefield management infrastructure, decision support software, and other related capabilities, as required by the Government.
- b. Modernizing infrastructure through the replacement of computer processors and peripheral equipment, updating required operating systems and control and support software, and upgrading interface test adapter and ancillary equipment hardware and software.
- c. Supporting sensor storage and providing maintenance and logistics processing for non-deployable systems.

C.5.6.3 SUBTASK 3 – LOGISTICS SUPPORT

The contractor shall provide logistics support for deployed operational, maintenance, and logistics personnel. The contractor shall integrate product support elements to develop and maintain a cost effective and feasible Product Support Strategy (**Section F, Deliverable 44**). This support shall include systems acquisition management best practices to ensure product support strategies are designed to ensure cost effective sensor/IT Data Collection Systems, across the product's life cycle. In addition, the contractor shall consider and implement processes, as appropriate, that ensure each of the following 12 Integrated Product Support (IPS) Elements are optimized to program objectives: Product Support Management, Design Interface, Sustaining Engineering, Supply Support, Support Equipment, Packaging Handling Storage and Transportation, Computer Resources, Manpower and Personnel, Maintenance Planning and Management, Training and Training Support, Facilities and Infrastructure, and Technical Data Management. In addition, the contractor's Product Support Strategy shall ensure all elements are effectively weighted for the program and include considerations to efficiently and rapidly integrate new technologies across platforms, and provide proper methods of disposition for old or unused technology.

C.5.7 TASK 7 – INTELLIGENCE ANALYSIS AND ASSESSMENT

The contractor shall work in conjunction with the Government to provide all source intelligence analysis of the Full Motion Video (FMV) data and all other data and information collected via ISR operations in order to provide a measured, well-informed, and timely response to various threats. This task refers to the analysis conducted both real time during the operation and analysis conducted following the operation. The contractor shall prepare Strategic Capabilities Assessment Reports (**Section F, Deliverable 45**) which contain the results of research conducted, describe the analysis performed, and include any proposed recommendations.

The contractor shall utilize available industry data, including market data available for purchase, outside reports, and other data provided by the requested agency, to identify socio-economic trends within a geopolitical region. Where standard data tools, such as those primary research methods listed above, are not available, the contractor shall be required to conduct non-traditional forms of primary research, such as surveys.

C.5.8 TASK 8 – TRAINING SUPPORT

The contractor shall develop Training Documentation (**Section F, Deliverable 46**) containing materials and manuals, and coordinate and provide training for demonstrations, exercises, operational systems training, and mission training. At a minimum, operational systems training shall address operator and/or maintainer interfaces with the system, including normal and degraded modes of operation in order to ensure users' ability to operate the systems delivered. Additionally, at a minimum, mission training shall include the operating environment, threats, political concerns, and special operating considerations. Finally, at a minimum, cyber security training shall address Computer Network Defense (CND), Information Assurance (IA), and Certification and Accreditation (C&A) topics.

The contractor shall deliver all modes of training including classroom, on-the-job, and distance learning at Government and contractor sites worldwide. Additionally, the contractor may be required to deliver training in languages other than English. Other languages could include, but are not limited to: French, Spanish, Portuguese, German, and Arabic. Historically, approximately ten percent of training conducted has been delivered in a foreign language.

C.5.9 TASK 9 - CYBERSECURITY AND INFORMATION ASSURANCE (IA) SUPPORT

The contractor shall provide cybersecurity and IA services to support C4ISR activities conducted under the scope of this TO. The contractor shall provide technological responses that prevent, detect, and respond to cyber threats and conduct research and analysis of actionable cyber threats requiring a rapid response. The contractor shall support all IA officer responsibilities in accordance with the DoD Special Access Program (SAP) Program Manager's (PM) Handbook to the Joint Special Access Program Implementation Guide and the Risk Management Framework and the Intelligence Community (IC) Directive (ICD) 503, Intelligence Community Information Technology Systems Security, Risk Management, Certification, and Accreditation. The contractor shall provide IA support to the Government for classified activities, establish and maintain accreditation for all information systems or equipment operating within a classified environment, and develop and maintain System Security Plans (**Section F, Deliverable 47**) outlining security operating procedures. All support provided by the contractor shall be in accordance with all applicable DoD cyber security policies and standards.

The contractor shall support activities that could include, but are not limited to, the following:

- a. Assisting the Government with developing Sanitation and Secure Data Extraction Programs (**Section F, Deliverable 48**) for all media, security incident cleanup plans, system certification testing plans, vulnerability testing, and protection measure procedures.
- b. Maintaining continuous control and accountability of all hardware and software, operated and maintained by the contractor that is entered into and removed from classified facilities.
- c. Identifying requirements for fielding and supporting encryption and cryptological equipment and keys for classified networks.
- d. Providing day-to-day security management and oversight for classified activities performed by contractor personnel, including sensitive documents, data, and equipment.
- e. Managing the use, processing, and disposition of sensitive items.

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- f. Supporting the Government's cybersecurity efforts in such areas as accreditation, security plans, defensive operations, outlining security operating procedures, and security training.
- g. Assisting the Government with the project development and execution of cyber concepts and cyber strategy.
- h. Supporting cyber system and software development and cyber demonstrations, tests, and user evaluations.
- i. Providing System Vulnerability Assessment Reports (**Section F, Deliverable 49**).
- j. Supporting the design, development, operations, maintenance, and upgrade of Government cyber lab capabilities.
- k. Providing anti-tamper expertise to deter the reverse engineering and exploitation of critical technology.
- l. Implementing anti-tamper technologies throughout the Integrated Defense Acquisition, Technology, and Logistics Lifecycle Management Framework.
- m. Conducting Computer Network Defense (CND) for classified and unclassified networks and supporting the Government with the establishment and operations and maintenance of CND environment(s).
- n. Conducting both manual and automated software code reviews.
- o. Developing Risk Findings Reports (**Section F, Deliverable 50**) that, at a minimum, include recommended mitigation actions as well as risk mitigation and acceptance recommendations.

SECTION D - PACKAGING AND MARKING

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E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the FEDSIM COR and the USAFRICOM TPOC. Inspection and acceptance of deliverables will occur in Washington, D.C., Patuxent River Naval Air Station, Maryland, and Stuttgart, Germany.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the FEDSIM COR and USAFRICOM TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be compliance with the requirements set forth in the TO and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the FEDSIM COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in **Section F**) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The FEDSIM CO/COR will provide written notification of acceptance or rejection of all deliverables within 15 workdays on the contractor's Task Order portal. At its sole discretion, the Government may require written notification or rejection of all deliverables using methods other than the contractor's Task Order if the Government deems it necessary. Redacted Task Orders shall be submitted to the FEDSIM CO/CS, with the acceptance/rejection notification form. The FEDSIM CO/CS will provide acceptance/rejection. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the FEDSIM COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this TO, the Government will document the issues associated with the non-conforming products or services in the Award Fee Determination Report, and there will be an associated impact to the award fee earned.

F.1 PERIOD OF PERFORMANCE

The period of performance for this TO is a 12-month base period followed by four, 12-month option periods.

Base Period: September 14, 2018 to September 13, 2019.

First Option Period: September 14, 2019 to September 13, 2020.

Second Option Period: September 14, 2020 to September 13, 2021.

Third Option Period: September 14, 2021 to September 13, 2022.

Fourth Option Period: September 14, 2022 to September 13, 2023.

F.2 PLACE OF PERFORMANCE

The place of performance for Task 1 Provide Program Management is at the contractor-site within a 65 mile radius of Washington, D.C. In addition the primary location of technical tasks (Tasks 2 through 9) includes USAFRICOM AOR and locations specific to each TDL. Travel to support mission requirements in both CONUS and OCONUS locations worldwide, not limited to the USAFRICOM AOR is anticipated. Additional information regarding the places of performance can be found in **Section J, Attachment AD**. In addition, performance is required at:

- a. The Federal Republic of Germany government sites in the vicinity of these installations: Baumholder, Ramstein Air Base, Stuttgart, and Wiesbaden.

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the FEDSIM COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable

IAW: In Accordance With

N/A: Not Applicable

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in the Gov't Rights column of the table below shall be interpreted as follows:

UR: Unlimited Rights, per Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and 252.227-7014.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)			10 workdays after TOA	N/A
01	TO Kick-Off Meeting Agenda	0001	C.5.1.2	NLT 3 workdays prior to Kick-Off Meeting	UR per DFARS 252.227- 7013
02	Kick-Off Meeting	0001	C.5.1.2	Within 15 workdays of TOA	N/A
03	Kick-Off Meeting Minutes Report	0001	C.5.1.2	NLT 5 workdays after Kick-Off Meeting	UR per DFARS 252.227- 7013
04	Draft PMP	0001	C.5.1.3	At Project Kick-Off Meeting	UR per DFARS 252.227- 7013
05	Final PMP	0001	C.5.1.3	NLT 5 workdays after Government comment and updated annually or as needed	UR per DFARS 252.227- 7013
06	Draft QCP	0001	C.5.1.4	NLT 10 workdays after Project Kick-Off Meeting	UR per DFARS 252.227- 7013
07	Final QCP	0001	C.5.1.4	NLT 5 workdays after Government comment and updated periodically	UR per DFARS 252.227- 7013
08	Monthly Status Report	X001	C.5.1.5	Monthly 10 th calendar day of the next month)	UR per DFARS 252.227- 7013
09	Monthly Technical Status Meeting	X001	C.5.1.6	Monthly	UR per DFARS 252.227- 7013

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
10	Monthly Technical Status Meeting Minutes	X001	C.5.1.6	5 workdays of Monthly Technical Status Meeting	UR per DFARS 252.227-7013
11	Trip Report	0001	C.5.1.7	As requested. If trip report is requested, due NLT 10 workdays after completion of trip *	UR per DFARS 252.227-7013
12	Providing Meeting Reports	X001	C.5.1.8	Per PMP	N/A
13	Recommended Portal Strategy	0001	C.5.1.9	At Project Kick-Off Meeting	UR per DFARS 252.227-7013
14	Financial Forecast	0001	C.5.1.10	Monthly	N/A
15	TDL Kick-Off Meeting	X001	C.5.1.11	Per PMP	N/A
16	TDL Kick-Off Meeting Agenda	X001	C.5.1.11	NLT 3 workdays prior to the Project Requirement Kick-Off Meeting	UR per DFARS 252.227-7013
17	Draft Project Implementation Plan	X001	C.5.1.11	At Project Requirement Kick-Off Meeting	UR per DFARS 252.227-7013
18	TDL Kick-Off Meeting Minutes	X001	C.5.1.11	NLT 5 workdays after Project Requirement Kick-Off Meeting	N/A
19	Project Implementation Plan	X001	C.5.1.12	10 workdays after receipt of Government comments and updated periodically	UR per DFARS 252.227-7013

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
20	After Action Report	X001	C.5.1.12	Per PMP	UR per DFARS 252.227- 7013
21	Final Transition-In Plan	0001	C.5.2.1	NLT 20 calendar days after TOA	UR per DFARS 252.227- 7013
22	Draft Transition-Out Plan	0001	C.5.2.2	NLT 6 months after project start.	UR per DFARS 252.227- 7013
23	Final Transition-Out Plan	0001	C.5.2.2	Reviewed and updated annually and then quarterly in the final option period	UR per DFARS 252.227- 7013
24	ISR Design and Development Recommendation Report	X001	C.5.3	Per PMP	UR per DFARS 252.227- 7013
25	Strategic Concept Development Report	X001	C.5.3	Per PMP	UR per DFARS 252.227- 7013
26	Systems Engineering and Integration Analyses	X001	C.5.3	Per PMP	UR per DFARS 252.227- 7013
27	Systems Support Requirements Document	X001	C.5.3	Per PMP	UR per DFARS 252.227- 7013
28	ISR Systems Design Document	X001	C.5.4	Per PMP	UR per DFARS 252.227- 7013

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
29	ISR System Source Code	X001	C.5.4	Per PMP	UR per DFARS 252.227-7014
30	Modernized Equipment Technical Documentation	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013 and 252,227-7014
31	Analysis Verification and Validation Documentation	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
32	Digital Imagery and Video Analysis Software	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
33	Image and Video Manipulation Software	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
34	Rapid Reaction Technology Concept of Operations	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
35	Technical Testing Approaches	X001	C.5.4	Per PMP	UR per DFARS 252.227-7013
36	Sensor Data Fusion Software and Source Code	X001	C.5.4	Per PMP	UR per DFARS 252.227-7014

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
37	Analysis Test Reports	X001	C.5.5	Per PMP	UR per DFARS 252.227- 7013
38	Ground Operating Procedures	X001	C.5.6.1	Per PMP	N/A
39	Flight Operating Procedures	X001	C.5.6.1	Per PMP	N/A
40	CONOPS Analysis	X001	C.5.6.1	Per PMP	UR per DFARS 252.227- 7013
41	SOPs and Processes	X001	C.5.6.1	Per PMP	UR per DFARS 252.227- 7013
42	Technical Performance and Evaluation Plans	X001	C.5.6.1	Per PMP	UR per DFARS 252.227- 7013
43	Collection Plan	X001	C.5.6.1	Per PMP	UR per DFARS 252.227- 7013
44	Product Support Strategy	X001	C.5.6.3	Per PMP	N/A
45	Strategic Capabilities Assessment Reports	X001	C.5.7	Per PMP	UR per DFARS 252.227- 7013
46	Training Documentation	X001	C.5.8	Per PMP	UR per DFARS 252.227- 7013

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
47	System Security Plan	X001	C.5.9	Per PMP	UR per DFARS 252.227- 7013
48	Sanitation and Secure Data Extraction Programs	X001	C.5.9	Per PMP	UR per DFARS 252.227- 7013
49	System Vulnerability Assessment Reports	X001	C.5.9	Per PMP	UR per DFARS 252.227- 7013
50	Risk Finding Reports	X001	C.5.9	Per PMP	UR per DFARS 252.227- 7013
51	Copy of TO (initial award and all modifications)	0001	F.4	Within 10 workdays of award	N/A
52	Daily Flight Status reporting	X0001	C.5.6	Daily, by email. Formal Acceptance/Rejection is not required.*	N/A
53	Reserved				
54	Equipment and Material and ODC Charges Spreadsheet	X001	G.3.2	With Invoice. Formal Acceptance/Rejection is not required.*	N/A
55	Invoice Backup Data for Travel Charges Spreadsheet	X001	G.3.3	With Invoice. Formal Acceptance/Rejection is not required.*	N/A
56	Updated Mission- Essential Contractor Services Plan	0001	H.2.2	At TO Project Kick- Off Meeting	N/A

SECTION F DELIVERIES OR PERFORMANCE

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TO REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
57	Final Mission-Essential Contractor Services Plan	0001	H.2.2	NLT 10 working days after TO Project Kick-Off Meeting	N/A
58	Contractor Personnel List	0001, X001	H.22.7	NLT 15 working days after TO Project Kick-Off Meeting and Updated as Necessary	N/A

* Indicates that the Government at its sole discretion may require Formal Acceptance/Rejection of the deliverable if the Government deems it necessary.

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with DFARS 252.227-7013 and 252.227-7014.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the FEDSIM CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (**Section F, Deliverable 51**). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USAFRICOM designated repository; and, for deliverables in the TO Portal (**Section C.5.1.9**). All information in the TO Portal shall be at the

SECTION F DELIVERIES OR PERFORMANCE

unclassified level. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- | | |
|-----------------|---------------------|
| a. Text | Microsoft (MS) Word |
| b. Spreadsheets | MS Excel |
| c. Briefings | MS PowerPoint |
| d. Drawings | MS Visio |
| e. Schedules | MS Project |

F.6 PLACE(S) OF DELIVERY

Unclassified deliverables or correspondence shall be delivered to the FEDSIM COR at the following address:

GSA FAS AAS FEDSIM



Copies of all deliverables and all classified deliverables shall also be delivered to the USAFRICOM TPOC. The USAFRICOM TPOC name, address, and contact information is provided in Section G.1.1.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the FEDSIM COR via a PNR (**Section J, Attachment I**) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The FEDSIM CO appointed a FEDSIM COR in writing through a COR Appointment Letter (**Section J, Attachment A**). The FEDSIM COR will receive, for the Government, all work called for by the TO and will represent the FEDSIM CO in the technical phases of the work. The FEDSIM COR will provide no supervisory or instructional assistance to contractor personnel.

The FEDSIM COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the FEDSIM CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Steve Madsen
GSA FAS AAS FEDSIM (QF0B)
1800 F Street, NW
Washington, D.C. 20405
Telephone: (202) 412-9341
Email: Steve.madsen@gsa.gov

Contracting Officer's Representative:

(b) (6)

Alternate Contracting Officer's Representative

(b) (6)

Technical Point of Contact:

G.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice:

Task Order 47QFCA18F0118
Modification P00023

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Task Order Number: *(from GSA Form 300, Block 2)*

Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4)*

FEDSIM Project Number: DE00941

Project Title: USAFRICOM C4ISR Support

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into Central Invoice Services (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

Log in using your assigned ID and password, navigate to the order against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category the FEDSIM COR may require the contractor to submit a written "hardcopy" invoice with the client's certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

G.3 INVOICE REQUIREMENTS

The contractor shall submit a draft copy of an invoice and all invoice backup information in Excel, as detailed below, to the FEDSIM COR and USAFRICOM TPOC for review prior to the invoice submission to ASSIST. The draft invoice shall not be construed as a proper invoice in accordance with FAR 32.9 and GSAM 532.9.

The contractor shall not submit its invoice to ASSIST until the FEDSIM COR has reviewed the draft copy and the contractor has responded to and addressed, if necessary, all questions and inquiries.

This TO has three different contract types, CPAF, CPFF-Term, and CR, each shall be addressed separately in the invoice submission.

The final invoice for each period of performance is desired to be submitted within six months of completion of the period of performance. Upon the completion of each period of performance, the contractor shall provide a final invoice status update monthly to the FEDSIM COR.

Regardless of contract type, the contractor shall report the following metadata:

- a. OASIS Contract Number.

SECTION G CONTRACT ADMINISTRATION DATA

- b. Task Order Award Number (NOT the Solicitation Number).
- c. Contractor Invoice Number.
- d. Contractor Name.
- e. Point of Contact Information.
- f. Current period of performance.
- g. Amount of invoice that was subcontracted.
- h. Amount of invoice that was subcontracted to small business.

G.3.1 COST-PLUS-AWARD-FEE (CPAF) CLINs (for LABOR)

The contractor may invoice monthly on the basis of cost incurred for the CPAF CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by individual, rolled up by CLIN element (as shown in **Section B**), and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Exempt or non-exempt designation.
- d. Service Occupational Classifications (SOC) number.
- e. Employee OASIS labor category.
- f. Current monthly and total cumulative hours worked. Current monthly costs need to include the actual billing period start and end dates for prime contractor and subcontractors.
- g. Direct Labor Rate.
- h. Corresponding proposed direct labor rate.
- i. Effective hourly rate (e.g., cumulative costs/cumulative hours).
- j. Current approved billing rate percentages in support of costs billed.
- k. Itemized breakout of indirect costs (e.g., Fringe, Overhead (OH), General and Administrative (G&A) burdened costs for each individual invoiced (rollups are unacceptable)).
- l. Any costs incurred not billed reported by CLIN (e.g., lagging costs), down to the employee name (current and past employees for prime and subcontractors), up to each company's most recent invoiced billing period's end date.
- m. Labor adjustments from any previous months (e.g., timesheet corrections).
- n. Provide comments for deviations outside of ten percent of estimates and/or expected values.

All cost presentations provided by the contractor in Excel shall show indirect charges itemized by individual with corresponding indirect rates with cost center information. The invoice detail shall be organized by CLIN.

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The contractor shall track and report labor details and costs by TDL (in separate worksheet tabs). Details and costs shall roll up to the summary invoice data as described in this section.

The contractor may invoice for fee after accepting the modification which includes the award fee determination and any corresponding deobligation of unearned fee. See the AFDP in Section J, Attachment E for additional information on the award fee determination process.

When the Incurred Cost method is used to determine the Award Fee Pool Allocation for an Award Fee period, the incurred cost shall be calculated using approved provisional billing rates as established by the cognizant Government auditor, in accordance with FAR 42.407. Approved provision billing rates shall not be adjusted for the purpose of accumulating incurred costs and calculation the Award Fee Pool Allocation.

G.3.2 MATERIALS AND EQUIPMENT AND ODCs

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment and ODC CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. The contractor shall create a template of the invoice backup data for the Materials and Equipment and ODC charges in spreadsheet form (**Section F, Deliverable 54**) and provide it to the FEDSIM COR for review and acceptance in accordance with **Section E**. The contractor shall always submit invoices and back-up data using the most-recent FEDSIM COR approved spreadsheet template. In addition, the contractor shall provide the following detailed information, at a minimum, for each invoice submitted, as applicable.

- a. Specific Materials and Equipment and/or ODCs purchased and cost incurred
- b. RIP or Consent to Purchase (CTP) number or identifier
- c. Date RIP or CTP was approved by the FEDSIM COR and/or FEDSIM CO
- d. Associated CLIN and TDL number.
- e. Project-to-date invoiced totals by CLIN, for each individual RIP within each TDL.
- f. Cost incurred not billed by CLIN, for each individual RIP within each TDL.
- g. Remaining balance of the CLIN (at the TDL level).
- h. Explanation of variances exceeding ten percent of the approved versus actual costs for individual RIP invoiced amounts.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's Defense Contract Audit Agency (DCAA) Cost Accounting Standards (CAS) Disclosure Statement (D/S). Fixed fee in accordance with the Section B tables is applicable only to CLINs X003 (Materials and Equipment) and X004 (ODCs).

G.3.3 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

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- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR/FTR/DSSR and **Section H.12**. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. The contractor shall create a template of the Invoice Backup Data for Travel Charges in spreadsheet form (**Section F, Deliverable 55**) and provide it to the FEDSIM COR for review and acceptance in accordance with **Section E**. The contractor shall always submit invoices and back-up data using the most-recent FEDSIM COR approved spreadsheet template. In addition, the contractor shall provide the following detailed information, at a minimum, for each invoice submitted, as applicable.

CLIN/Task Total Travel: This invoice information shall identify all cumulative travel costs billed by CLIN/Task. The current invoice period's travel details shall include separate columns and totals and include the following:

- a. TAR number or identifier, approver name, and approval date
- b. Current invoice period
- c. Travel location(s)/destination(s)
- d. Names of persons traveling
- e. Number of travel days
- f. Dates of travel
- g. Number of days per diem charged
- h. Per diem rate used
- i. Total per diem charged
- j. Transportation costs
- k. Total charges, both current and project-to-date, for each invoiced TAR.
- l. Explanation of variances exceeding ten percent of the approved versus actual costs
- m. Indirect handling rate
- n. Cost incurred not billed by CLIN, for each individual TAR within each TDL.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost D/S.

G.4 TASK ORDER CLOSEOUT

The Government will unilaterally close out the TO no later than six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

SECTION I CONTRACT CLAUSES

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this TO is 541330, Exception A Engineering for Military and Aerospace Equipment and Military Weapons.

H.2 PRODUCT SERVICE CODES (PSC)

The PSC is: R425 Support Professional: Engineering/Technical.

The contractor shall enter the PSC in OASIS Management Module for each TO award.

H.3 KEY PERSONNEL

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government will evaluate up to three additional Key Personnel as proposed by the contractor. The proposed Key Personnel shall possess all MANDATORY qualifications (those designated as “required”) at time of proposal submission.

- a. Task Order Program Manager (TOPM)
- b. IA Manager
- c. Senior Operations Liaison

The Government desires that Key Personnel be assigned for the duration of the TO.

H.3.1 TASK ORDER PROGRAM MANAGER (TOPM)

The contractor shall identify a TOPM to serve as the Government’s primary POC. The TOPM is required to provide overall leadership and guidance for all contractor personnel assigned to the TO including assigning tasks to contractor personnel, supervising ongoing technical efforts, and managing overall TO performance. The TOPM is responsible for the quality and efficiency of the TO, to include both technical issues and businesses processes. It is required that the TOPM has the authority to make decisions for the contractor’s organization in response to Government issues, concerns, and comments, the authority to commit the prime contractor’s organization, and be proactive in alerting the Government to potential contractual or programmatic and resource limitations issues. The TOPM shall be based in a location within a 65 mile radius of Washington, D.C. and shall be required to travel to other CONUS and OCONUS locations in support of this TO.

It is required that the TOPM has the following qualifications:

- a. Employee of the prime contractor at time of proposal submission.
- b. Current Project Management Institute (PMI) Project Management Professional, Program Management Professional (PgMP), or Defense Acquisition Workforce Improvement Act (DAWIA) Level III Program Management certification.
- c. A minimum of five years’ experience piloting and/or managing flight operations for ISR airborne platforms in austere environments.
- d. Possess an active Top Secret (TS) Sensitive Compartmented Information (SCI) clearance at proposal submission.

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It is desired that the TOPM has the following qualifications:

- a. Experience planning, directing, coordinating, and managing the contractor's proposed methodologies and approach for a project or program similar in size, scope, and complexity to this TO.
- b. Experience managing performance-based projects and/or programs with multiple OCONUS performance locations.
- c. Experience with Status of Forces Agreements (SOFA) requirements, regulations, and processes within the USAFRICOM AOR.

H.3.2 IA MANAGER

The IA Manager shall serve as the senior POC and lead for ensuring that Government and industry best practices for maintaining confidentiality, integrity, and availability (CIA) of IT systems and services are applied and executed for the USAFRICOM C4ISR services as stated in Section C of the TO.

It is required that the IA Manager has the following qualifications:

- a. Current Certified Information Systems Security Professional (CISSP) at time of proposal submission.
- b. Possess an active TS-SCI clearance at time of proposal submission.
- c. At least 10 years of experience applying DoD Security Management and Security Engineering policy guidance and directives to both hardware and software-centric environments.
- d. At least ten years of experience with DoD Information Assurance Certification and Accreditation Process (DIACAP), Risk Management Framework (RMF), vulnerability assessments, Information Assurance Vulnerability Alerts (IAVA) reporting, and IA problem resolution.

It is desired that the IA Manager has the following qualifications:

- a. At least ten years of experience with applying security principles and best practices in a development environment.
- b. At least ten years of experience with current and emerging IA enterprise security practices.
- c. At least ten years of experience with developing, testing, and sustaining a secure solution in a changing environment.
- d. At least ten years of experience managing a team responsible for developing and implementing enterprise security policies and practices.

H.3.3 SENIOR OPERATIONS LIAISON

The Senior Operations Liaison shall provide subject matter expertise for C4ISR operations and act as the liaison during information exchanges between operations, maintenance, and logistics personnel. The Senior Operations Liaison shall provide oversight among TDLs under the TO and coordinate with Government personnel and Government Agencies/Departments to ensure USAFRICOM C4ISR mission objectives are met from an operational perspective under the TO. The Senior Operations Liaison shall coordinate with the IA Manager and appropriate

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Government personnel to ensure the release and acceptance of all information as it complies with the appropriate security controls and protections based on classification, technological progress, or other considerations.

It is required that the Senior Operations Liaison has the following qualifications:

- a. Current Top Secret-SCI clearance at time of proposal submission.
- b. At least five years of experience with operations management within major commands, and the military intelligence community.
- c. At least five years of experience with ISR and knowledge of military operations and intelligence.

It is desired that the Senior Operations Liaison has the following qualifications:

- a. A minimum of five years of experience managing operations and directing personnel under a contract that is similar in scope and complexity to the USAFRICOM TO, and ensuring compliance with regulations within DoD agencies.
- b. Experience with building coalitions internally and with other federal agencies or organizations within the intelligence community; in order to achieve common goals.

H.3.3 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the FEDSIM CO. Prior to utilizing other than the Key Personnel specified in its proposal in response to the Task Order Request (TOR), the contractor shall notify the FEDSIM CO and COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, those of the Key Personnel substituted. If the FEDSIM CO and the FEDSIM COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-6 Termination (Cost Reimbursement).

H.4 CERTIFICATIONS AND TRAINING

The contractor shall provide personnel with the appropriate certifications and/or training to perform the functional role assigned. The Government is not responsible for providing funding or training for contractor personnel to obtain a certification and/or to take training that would otherwise be required in advance of employment to perform that functional role. Exceptions to certification and training requests may be considered when the required knowledge to perform the role advances beyond the current operational or technical environment or if the certification and training is not available to the general public. The contractor shall submit all exception requests to the FEDSIM COR and USAFRICOM TPOC for review and approval.

H.4.1 REQUIRED TRAINING

The following is a list of the required TO training. This is not an exhaustive list and is subject to change. The requirement to take the training within 30 calendar days of the start date of the TDL

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is waived if the contractor can provide a certificate or other evidence to the FEDSIM COR that the individual completed the training within the last 12 months. At a minimum, as applicable, all contractor personnel deploying shall complete the following:

- a. Survival, Evasion, Resistance, and Escape (SERE) 100
- b. Anti-Terrorism/Force Protection (AT/FP)
- c. Combating Trafficking in Persons

H.5 GOVERNMENT-FURNISHED PROPERTY (GFP)

The contractor shall perform work on-site at Government locations/installations or off-site at contractor location(s). For each TDL, the USAFRICOM TPOC and FEDSIM COR will specify the performance location(s) and on-site/off-site requirements. Some specific functions and roles, especially in support of Task 1 Provide Program Management, may be performed off-site at contractor locations; however, the Government will specify this post-award. FEDSIM COR and USAFRICOM TPOC approval is required before work may be performed off-site at contractor locations.

Contractor personnel working on-site at a Government location/installation will be provided with a computer, a work space, network access, and building badges/accesses to enter Government facilities. Contractor personnel that do not reside in Government spaces will not be provided with a Government-issued computer or network access.

GFP that will be provided at award is listed in **Section J, Attachment J**. The contractor shall safeguard and secure all GFP (**Section J, Attachment J**) in accordance with DoD governing policies and procedures. All GFP including, but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies shall be returned to the FEDSIM COR or USAFRICOM TPOC prior to the departure of each responsible contractor employee or at the end of the TO, whichever date comes earlier.

Use of all GFP for other than Government work is strictly prohibited.

H.6 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government will provide all information necessary for completion of the requirements after TOA.

Use of GFI for other than Government work is strictly prohibited.

H.7 SECURITY REQUIREMENTS

The contractor shall comply with all security requirements, directives, instructions, SOPs, etc. The contractor shall follow all security policies, procedures, and requirements stipulated in the National Industrial Security Program (NISP), National Industrial Security Program Operating Manual (NISPOM), and any supplements thereto are applicable, to include applicable FAR and Defense Federal Acquisition Regulations (DFAR) guidelines/requirements.

Currently the projected work environment includes work in Sensitive Compartmented Information Facilities (SCIF). The contractor will have access to a Government provided SCIF, on an as needed basis, to support projects, as applicable. Contractor provided SCIF facilities are

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not required. The contractor may use their own SCIF facilities to assemble systems/subsystem, though the SCIF facility must be large enough to house the system/sensor and the host platform (e.g., airplane, trailer, boat, etc.). Contractors shall be required to follow all applicable DoD and regulations, instructions, policies, SOPs, etc. under this TO.

The contractor shall be responsible for all costs associated with facility and personnel security clearances.

H.7.1 FACILITY CLEARANCE LEVEL (FCL)

The contractor shall adhere to and comply with the security guidelines and requirements outlined in the DD Form 254 (**Section J, Attachment K**) which requires the contractor to possess a TS FCL. The Government will provide appropriate Security Classification Guides (SCG) and additional instructions within the DD Form 254. The contractor shall follow instructions for Public Release requirements and Disclosure Policy references in the DD Form 254 Contract Security Classification Specification Block 12 as well as additional security guidance and requirements in Blocks 13 and 14.

H.7.2 SECURITY CLEARANCES

All contractor personnel (including subcontractors, if proposed) under this TO are required to have the appropriate level of personnel security clearance before performing any work under this TO. The Government anticipates that clearances up to TS with a Sensitive Compartmented Information (SCI) determination will be required, and the Government will identify post-award, prior to the start of each TDL, the appropriate security clearance(s), if any, required for each TDL. Contractor personnel who require a TS/SCI shall possess a current TS clearance with an SCI determination reflected in the Joint Personnel Adjudication System (JPAS) and those contractor personnel shall have undergone a Single Scope Background Investigation (SSBI) or a SSBI-Periodic Review (SSBI-PR) within the last five years that was favorably adjudicated. If the SSBI-PR is overdue as a result of Government delays in processing background investigations, then the contractor personnel will continue to be eligible for access to classified information if the current eligibility is indicated in JPAS. The exception to the preceding sentence is if the Government is aware of relevant derogatory information related to an individual's continued eligibility for access, then the contractor personnel may be denied access. All contractor personnel shall be formally nominated by their company's security office to be indoctrinated into SCI programs.

The contractor shall ensure that all security, misconduct, or performance-related incidents are reported to the FEDSIM COR and the contractor's Facility Security Officer (FSO) within 48 hours of the incident. Once reported, the contractor's FSO shall report the incident in the JPAS within five working days of the incident. Incidents that are not reported in the time frame and manner prescribed above may result in the incident along with the contractor's FSO being reported to the Defense Security Service (DSS) as a security violation and/or TO performance failure.

H.7.3 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these

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materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

Work on this TO may require that personnel have access to privacy and other sensitive information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S.C., Section 552a and applicable Agency rules and regulations.

Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this TO, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third-party companies' proprietary data, other than as authorized and required in performance of this TO.

Personnel working on this TO may be required to sign a Non-Disclosure Agreement (NDA) prior to beginning any work under this TO depending on the specific function or role. The FEDSIM COR and USAFRICOM TPOC will identify all functions and/or roles that require an NDA.

Pursuant to Section 808 of Publication L.102-190 (DFAS 204, Subpart 204.402(2)), DoD employees or members of the Armed Forces who are assigned to or visiting a contractor facility and are engaged in oversight of an acquisition program will retain control of their work product. Classified work products of DoD employees or members of the Armed Forces shall be handled in accordance with DoD 5220.22-M. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DoD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor. The contractor shall also have access to and be required to safeguard For Official Use Only (FOUO), sensitive, confidential, and classified information and material.

H.7.4 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)

The contractor and/or its subcontractors may be required to generate, or need access to, export-controlled items. It is the responsibility of the contractor, as the exporter, to obtain the appropriate export license or exemption(s). The Government will work with the contractor post-award and assist the contractor in obtaining the appropriate export license or exemption(s). The contractor shall comply with all U.S. laws, policies, and regulations applicable to the exchange of information with foreign nationals and foreign countries including, but not limited to, the ITAR, the Export Administration Regulations (EAR), and policies of the requiring activity's foreign disclosure office, in accomplishing the requirements. The contractor shall refer to DFARS Clause 252.225-7048, Export-Controlled Items (Jun 2013) for compliance. The contractor may be required to release or exchange information with representatives of Five Eyes, the North Atlantic Treaty Organization (NATO), and all countries/nation states within the USAFRICOM AOR and/or Area of Interest (AOI).

H.8 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.8.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the FEDSIM CO in accordance with

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FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.

- b. The contractor is required to complete and sign an OCI Statement (**Section J, Attachment L**). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the FEDSIM CO may require further information from the contractor. The FEDSIM CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the FEDSIM CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the FEDSIM CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.8.2 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate NDA Form (**Section J, Attachment M**) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.9 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed under this TO shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 U.S.C. 794d, and the Architectural

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and Transportation Barriers Compliance Board's EIT Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at TOA.

H.10 ADEQUATE COST ACCOUNTING SYSTEM

The adequacy of the contractor's accounting system and its associated internal control system, as well as contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the contractor data upon which the Government must rely for its management oversight of the contractor and Contract performance. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the Contract.

H.11 APPROVED PURCHASING SYSTEM

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government-audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is mandatory.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the FEDSIM CO within ten workdays from the date the results are known to the contractor.

H.12 TRAVEL

H.12.1 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the FEDSIM COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a TAR (**Section J, Attachment O**) for Government review and approval. Long-distance travel lasting 30 days or less will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR. Long-distance travel lasting 31 days or more will be reimbursed in accordance with the procedures outlined in **Section H.12.3**.

Requests for travel approval shall at a minimum:

- a. Be prepared in a legible manner.
- b. Identify the TO number.
- c. Identify the CLIN associated with the travel.
- d. Contain the following:
 1. Itinerary containing date(s), time(s), and locations of origin and departure.
 2. Name of each contractor employee, company, and position title traveling.

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3. Organization to be visited (if applicable).
4. Purpose of travel.
5. Estimated costs (including airfare, rental car, lodging, transportation, parking, mileage, fuel, etc.) and applicable indirect cost rates.
- e. Be submitted at least five workdays in advance of the travel, when possible, to permit review and approval.
- f. Status of remaining CLIN funding.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.12.2 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR - prescribed by GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A - prescribed by DoD for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.12.3 FLAT RATE PER DIEM FOR LONG-TERM TEMPORARY DUTY (TDY)

In order to encourage contractors to take advantage of cost saving opportunities available for long-term travel, contractors performing TDY for more than 30 days in one location (CONUS and OCONUS) will receive a flat rate per diem. The following rules apply:

- a. On the travel day to the TDY location, the contractor receives up to 100 percent lodging per diem at the locality rate and 75 percent Meals and Incidental Expenses (M&IE).
- b. For long-term TDY lasting 31 -180 days (in a single location), the authorized flat rate is 75 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location.
- c. For long-term TDY of 181 days or greater (in a single location), the authorized flat rate is 55 percent of the locality rate (lodging plus M&IE) payable for each full day of TDY at that location. Normally, TDY over 180 days is prohibited, but may be authorized by the FEDSIM COR when justified.
- d. When using a flat rate per diem, contractors are not required to submit a lodging receipt, but are required to validate to the USAFRICOM TPOC and FEDSIM COR that they did incur lodging costs.

If the contractor is unable to find suitable commercial lodging at the reduced per diem rate, they should contact the FEDSIM COR. If both the contractor and the FEDSIM COR determine that lodging is not available at the reduced per diem rate, the FEDSIM COR may then authorize actual cost lodging (not to exceed the locality per diem rate). However, the contractor will receive M&IE at the reduced rate (75 percent for TDY of 31-180 days and 55 percent for TDY of 181+ days).

H.13 MATERIALS AND EQUIPMENT AND ODCs

The Government may require the contractor to purchase materials and equipment and ODCs, to include hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the FEDSIM COR an RIP (**Section J, Attachment P**). If the prime contractor is to lose its approved purchasing system, the contractor shall submit to the FEDSIM CO a CTP (**Section J, Attachment Q**). The RIP and CTP shall, at a minimum, include the purpose, specific items, estimated cost by specific or line item, cost comparison, and rationale. The contractor shall not make any purchases or incur any costs under the ODC CLIN without an approved RIP from the FEDSIM COR or an approved CTP from the FEDSIM CO and without complying with the requirements of **Section H.14.2**.

H.14 COMMERCIAL SUPPLIER AGREEMENTS

H.14.1 The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Materials and Equipment and ODC CLINs in Section B.4 may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as “clickwrap” or “browsewrap” (collectively, “Software Agreements”). For purposes of this TO, the Software Supplier Agreements are “collateral agreements” within the meaning of the FARS clause at 52.227-14.

H.14.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor’s cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute “other rights and limitations” as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data General (Feb 2014), Alternate III (Dec 2007).

H.15 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in the DFARS 252.227-7013 and 252.227-7014 apply.

H.16 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badge lanyards, badges, or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.17 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the FEDSIM CO.

H.18 AWARD FEE

See the Draft AFDP in **Section J, Attachment E**.

H.19 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to FAR 28.305, DBA insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the U.S.

The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the DBA coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor (DoL).

DBA insurance may be charged as either a direct or indirect cost consistent with the contractor's CAS D/S and DCAA-approved accounting system, and shall be furnished to the FEDSIM CO within 30 days of TOA. Whether DBA insurance is charged as a direct or indirect cost in accordance with the contractor's CAS D/S, the contractor shall submit a RIP(s) prior to incurring the costs. If required and approved by the FEDSIM CO, additional DBA riders may be charged as a direct cost to the Government.

H.20 STATUS OF FORCES AGREEMENTS (SOFA)

A SOFA defines the legal status of DoD personnel, activities, and property in the territory of another nation and set forth rights and responsibilities between the U.S. and the host government.

Invited Contractor and Technical Representative (TR) status shall be governed by the SOFAs negotiated and implemented by the DoS and DoD. The contractor shall coordinate with the Government to satisfy all requirements mandated by the governing regulations for the specified country or theater. The contractor shall be responsible for determining what requirements are applicable. It is agreed that the withdrawal of Invited Contractor or TR status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. shall not constitute grounds for excusable delay by the contractor in the performance of this TO and will not justify or excuse the contractor defaulting in the performance of this TO. Furthermore, withdrawal of SOFA status for any reason shall not serve as a basis for the contractor filing any claims against the U.S.

There is one SOFA for NATO nations and the terms of that SOFA apply to all NATO allies and most Partnership for Peace nations. In Germany, the NATO SOFA has been supplemented by an

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additional international agreement, called the Supplementary Agreement (SA), signed by Germany and six “sending states” (i.e., U.S., United Kingdom (UK), Canada, France, Belgium, and the Netherlands). The Supplementary Agreement further defines the rights and responsibilities of the sending and the receiving states. In Italy, the U.S. and Italy have signed the bilateral “Shell Agreement” of 1995, which serves to define the rights and responsibilities of the sending and the receiving states (the U.S. and Italy). Outside of NATO, the U.S. has entered into “stationing agreements” with the host country anywhere U.S. Forces are stationed.

The contractor shall coordinate with the FEDSIM COR to ensure appropriate approval for all contractor personnel. The contractor shall develop an SOP that, at a minimum, details the approval process, roles and responsibilities of contractor and Government personnel, and how the contractor will manage arrivals and departures of personnel for the entire performance period of the TO. This SOP shall be submitted to the Government as a part of the contractor’s PMP (Section C.5.1.3). The contractor shall operate in accordance with the most recent Government-approved version of the SOP/PMP.

The contractor shall notify the FEDSIM COR, within 24 hours, when an individual’s status under SOFA must be terminated for any reason. This includes all subcontractor, consultant, etc. personnel supporting the contractor.

The contractor is responsible for ensuring it understands the applicable procedures, regulations, etc. applicable to each place of performance under this TO. The Government will not reimburse the contractor for any costs associated with failing to follow applicable procedures, regulations, etc. that apply to obtaining visas, permits, legal status, etc.

H.20.1 GERMANY

The DoD Contractor Personnel Office (DOCPER) is responsible for implementing the Agreements of March 27, 1998, and the Agreements of June 29, 2001, signed by the U.S. Embassy and German Foreign Ministry, establishing bilateral implementation of Articles 72 and 73 of the SA to the NATO SOFA. These two Articles govern the use in Germany of DoD contractor employees as Technical Experts (TE), Troop Care (TC) providers, and Analytical Support (AS) contractor personnel. Because this TO proposes to employ TE and AS personnel in Germany, the TO itself and the applications of individuals seeking TE/AS status under the TO are required to be submitted through DOCPER for approval before performance under the TO can commence in Germany.

The contractor shall comply with Army in Europe (AE) Regulation 715-9 (Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel); AE Regulation 600-700 (Identification Cards and Individual Logistics Support); and, all guidance provided by the Government including, but not limited to, DOCPER.

DOCPER is responsible for receiving, evaluating, and approving contractor employment applications before providing those applications to the German government for final approval. Contractor personnel who receive a TE Status Accreditation (TESA) or AS Status Accreditation (ASSA) will be permitted to work in Germany under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without TESA or ASSA under this TO in Germany unless the request has been coordinated with the USAFRICOM TPOC and FEDSIM COR and approved by the FEDSIM CO. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in Germany. The Government will

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not become a party to any contractor residence or tax issues. Contractor personnel who have approved status under either Article 72 or 73 of the SA to the NATO SOFA will be eligible for Individual Logistic Support (ILS) in accordance with AE Regulation 600-700.

H.20.2 UNITED KINGDOM

A UK visa, also commonly referred to as an “entry stamp,” “entry visa,” “entry clearance,” “entry clearance stamp,” or “entry clearance visa” shall be obtained for all contractor personnel and eligible dependents prior to relocation to the UK.

The contractor shall be responsible for ensuring that its company is registered with the Office of the Special United States Liaison Officer at the U.S. Embassy in London, UK, in order to establish eligibility for SOFA Civilian Component passport stampings under the terms of the Special Memorandum of Understanding dated July 7, 1987. The contractor shall comply with all guidance provided by the Government.

H.20.3 ITALY

The United States Sending State Office (USSSO) for Italy is the DoD diplomatic-legal office responsible for supervising the administration of the NATO SOFA in Italy. While the USSSO performs as the legal advisor to the U.S.DATT, the Office of Defense Cooperation, and the U.S. Embassy Country Team, the USSSO is the primary legal representative in Italy. The USSSO also coordinates and advocates U.S. Forces’ positions on numerous SOFA and non-SOFA issues to the Italian Government and its military, the U.S. Ambassador to Italy, and the Ambassador’s Country Team. DOCPER is responsible for processing all contractor requests for TR status on behalf of the USSSO.

The contractor shall comply with AE Regulation 550-32 (Tri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ Licenses, Civilian Component and Technical Representative Status) and with all guidance provided by the Government including, but not limited to, DOCPER and USSSO. All contractor personnel (and eligible dependents) with a place of performance in Italy are required to obtain a visa issued by an Italian Consulate prior to entering Italy, there are no exceptions.

Contractor personnel who receive TR status will be permitted to work in Italy under the terms and conditions of the SOFA and applicable AE regulations. The contractor shall not employ personnel without approved TR status under this TO in Italy unless the request has been coordinated with the USAFRICOM TPOC and FEDSIM COR and approved by the FEDSIM CO. The contractor shall ensure that all personnel, including subcontractors, are legally able to work in Italy. The Government will not become a party to any contractor residence or tax issues.

H.21 OCONUS ALLOWANCES

The Government will reimburse the contractor for the allowances and benefits identified in **Section H**. If an allowance or benefit is not specifically identified in the TO and the contractor would like the Government to consider allowing for reimbursement, then the contractor may submit a request in writing to the FEDSIM COR and CO that contains, at a minimum, a summary of the request, a justification for why it is in the Government’s best interest, and the associated estimated cost(s). Final decisions will be made by the FEDSIM COR and CO and, if necessary, the TO will be amended by a bilateral modification.

H.22 DEPLOYMENT REQUIREMENTS

The requirements of this TO have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform this TO during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements, provisions, and clauses listed below. These requirements apply to all personnel deployed to the AOR, regardless if they are temporary travelers or permanently deployed/stationed.

DFARS clause 252.237-7023 has been incorporated into this TO in **Section I**. The services identified by the Government as essential are provided in **Section J, Attachment R**. Additionally, as required by DFARS clause 252.237-7023, a contractor-provided Final Mission-Essential Contractor Services Plan (**Section F, Deliverable 57**) will be incorporated into the TO. The contractor shall provide a draft of the Mission-Essential Contractor Services Plan with its proposal as instructed in **Section L.5.2.6.d**. The contractor shall provide an Updated Mission-Essential Contractor Services Plan (**Section F, Deliverable 56**) at the TO Kick-Off Meeting for Government review and approval in accordance with **Section E**. The contractor shall maintain and update its plan as necessary.

The contractor shall be responsible for performing all requirements of this TO notwithstanding crisis situations, contingencies or exercises including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of this TO for cause.

The contractor shall ensure all contractor personnel participate in any required and/or necessary pre-deployment qualification training. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for contractor personnel should conditions warrant.

H.22.1 SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT)

The SPOT system is used to generate Letters of Authorization (LOAs) which define specific Government services and support all contractor personnel are authorized to receive in a deployment area (**Section J, Attachment S**). The contractor shall process LOAs in SPOT for all contractor personnel deploying under the TO and the additional documentation required with each LOA. The contractor shall fully execute all SPOT requirements. The FEDSIM COR is authorized to approve LOAs in SPOT on behalf of the FEDSIM CO.

H.22.2 PRE-DEPLOYMENT PROCESSING

Contractor personnel being deployed to Hazard Duty/Combat Zones (HD/CZ) shall report to the Government-designated CONUS Replacement Center (CRC) for pre-deployment processing. The CRC validates readiness and conducts deployment processing en route to the HD/CZ duty station. Deploying contractor personnel shall complete all pre-reporting requirements so they can

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deploy immediately upon completion of CRC processing. Pre-reporting requirements include, but are not limited to:

- a. Medical readiness.
- b. Theater Specific Individual Readiness Training (TSIRT) certifications.
- c. Current Individual Readiness File (IRF) records needed for identification and processing.
- d. Valid passports and visas (for the longest period possible to mitigate a mid-tour break in service).
- e. Any other preparation to prevent rejection by the CRC.

Contractor personnel determined by the CRC to be non-deployable will be referred back to the contractor for disposition. If contractor personnel are determined to be non-deployable, the contractor shall be held liable for all training, travel, etc. costs incurred. Exceptions may apply and the contractor shall submit all exception requests in writing to the FEDSIM COR and CO. The request shall include, at a minimum, an itemized list of the costs incurred and a rationale for the exception request. Final decisions will be made by the FEDSIM COR and CO. Upon completion of the contractor's tour, contractor personnel shall redeploy and out-process through the CRC.

H.22.3 PASSPORTS, VISAS, AND CUSTOMS

The contractor shall be responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the FEDSIM COR for contractor personnel. Costs for visas required for TO performance may be reimbursed against the Long-Distance Travel CLIN.

All contractor personnel shall be subject to the customs processing procedures, laws, agreements, and duties of the country to which they are deploying and the procedures, laws, and duties of the U.S. upon re-entry.

The contractor shall register all personnel with the appropriate U.S. Embassy or Consulate where possible.

H.22.4 CONTRACTOR COMPLIANCE

The contractor shall ensure that all contractor personnel comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DoD civilians and issued by the Theater Commander or his/her representative. This shall include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, FP, and safety.

The contractor shall comply, and shall ensure, that all deployed personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall ensure compliance with all Federal statutes, judicial interpretations, and international agreements (e.g., SOFAs, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The FEDSIM CO will resolve disputes. Host Nation laws and existing SOFAs may take precedence over TO requirements.

- a. The contractor shall take actions to ensure the professional conduct of its personnel.

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- b. The contractor shall promptly resolve, to the satisfaction of the FEDSIM CO, all contractor personnel, performance, and conduct problems identified by the FEDSIM CO or FEDSIM COR.
- c. The FEDSIM CO may require the contractor, at the contractor's expense, to remove or replace any individual failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

H.22.5 SPECIAL LEGAL CONSIDERATIONS

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, U.S.C, to establish Federal Jurisdiction over certain criminal offenses committed outside the U.S. by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.22.6 ACCOUNTING FOR PERSONNEL

As required by the FEDSIM CO or FEDSIM COR and based on instructions of the Theater Commander, the contractor shall report its personnel, including subcontractors, entering and/or leaving the area of operations by name, citizenship, location, Social Security Number (SSN), or other official identity document number.

At the Government's sole discretion, the FEDSIM COR, in consultation with the FEDSIM CO, may "turn off" or "turn on" all or portions of H.22.6 if it is deemed necessary, and will notify the contractor in writing.

H.22.7 THEATER RISK ASSESSMENT AND MITIGATION

If a contractor individual departs an area of operations without contractor permission, the contractor shall ensure continued performance in accordance with the terms and conditions of the TO. If the contractor replaces an individual who departs without permission, the replacement is at contractor expense and must be in place within two business weeks or as instructed by the FEDSIM CO.

For badging and access purposes, the contractor shall provide the FEDSIM COR a list of all personnel Contractor Personnel List (**Section F, Deliverable 58**) (this includes subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

The contractor shall brief its employees regarding the potential danger, stress, physical hardships, and field living conditions.

The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships, and field living conditions that are possible if the employee deploys in support of military operations.

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At the Government's sole discretion, the FEDSIM COR, in consultation with the FEDSIM CO, may "turn off" or "turn on" all or portions of H.22.7, to include delivery of the Contractor Personnel List (**Section F, Deliverable 58**) if it is deemed necessary, and will notify the contractor in writing.

H.22.8 FORCE PROTECTION (FP)

While performing duties in accordance with the terms and conditions of the contract, the Service/Agency (e.g., Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) will provide FP to contractor employees commensurate with that given to Service/Agency civilians in the operations area. Contractor employees should be made aware of FP provided by the Government and NOT take any actions that would put themselves in harm's way beyond what is reasonable and expected from the conditions offered by the services.

H.22.9 LIVING UNDER FIELD CONDITIONS

The Government may provide to deployed contractor employees the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, morale, welfare, and recreation services, and other available support afforded to Government civilians and military personnel in the same theater of operations.

H.22.10 HEALTH AND LIFE INSURANCE

The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the DBA administered by the DoL (**Section H.19**).

H.22.11 NEXT OF KIN NOTIFICATION

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93 (**Section J, Attachment T**), Record of Emergency Data Card, and returns the completed form to the designated Government official. The contractor shall be responsible for establishing a line of communication to notify and inform its employees' families of the status of the employee while he/she is deployed. The Government is responsible for ensuring that the contractor is notified of its employees' status at the earliest possible time without compromising national security. The Government reserves the right to notify families of contractor employees' status only when it is in the best interest of the Government.

H.22.12 RETURN PROCEDURES

Upon notification of return, the USAFRICOM TPOC may authorize and the FEDSIM COR may approve contractor employee travel from the theater of operations to the designated individual deployment site. The contractor shall ensure that all GFP provided to contractor personnel, including subcontractors, is returned to Government control upon completion of the deployment. The contractor shall provide the USAFRICOM TPOC with documentation, annotated by the receiving Government official, of all equipment returns. The contractor shall be liable for any GFP not returned to the Government.

H.22.13 HARDSHIP AND DANGER PAY

Post (Hardship) Differential and Danger (Hazard) pay are allowances that provide additional compensation above basic compensation in a foreign area as determined by the DoS where civil insurrection, civil war, terrorism, or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The contractor shall be reimbursed for payments made to its employees for hardship and danger pay, not to exceed that paid U.S. Government civilian employees, in accordance with the provisions of the DSSR Chapter 500 Post (Hardship) Differential, Chapter 650 - Danger Pay Allowance, and Section 920 - Post Classification and Payment Tables, as may be amended. Compensation to 'Basic Compensation' shall be only applicable to the first 40 hours of effort performed per week. Hardship and danger pay may be charged as either a direct or indirect cost consistent with the contractor's CAS D/S and DCAA-approved accounting system.

H.23 AIRCRAFT CERTIFICATION

The contractor shall support USAFRICOM with Supplemental Type Certification (STC) documentation and any other documentation required to ensure the Interim Flight Clearance is maintained throughout the duration of this TO.

H.24 CONTRACTOR'S FLIGHT AND GROUND OPERATIONS

Commercial aircraft insurance shall be provided by the contractor for COCO aircraft and aircraft operations.

The contractor shall be bound by the operating procedures contained in the combined regulation/instruction entitled "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210.1) in effect on the date of contract award (**Section J, Attachment U**).

The FEDSIM CO will appoint a Government Flight Representative to monitor the contractor's flight and ground operations. At its unilateral discretion, the Government may incorporate DFARS 252.228-7001 Ground and Flight Risk in the future if circumstances warrant and require cancellation of commercial aircraft insurance.

H.25 TECHNICAL DIRECTION LETTERS (TDLs)

- a. When necessary, technical direction or clarification concerning the details of specific tasks set forth in the TO shall be given through issuance of Technical Direction Letters (TDLs) by the FEDSIM COR.
- b. Each TDL shall be in writing and shall include, as a minimum, the following information:
 1. TO Number;
 2. Date of TDL;
 3. TDL number;
 4. Severable vs. Non-Severable Determination;
 5. Estimated LOE by OASIS Labor Category;
 6. Reference to the relevant section or item in the statement of work; and
 7. Brief description of the work;
 8. Signature of FEDSIM COR and FEDSIM CO.

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- c. Each TDL issued hereunder is subject to the terms and conditions of this TO; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustments to the fixed fee, estimated costs, or delivery terms under the TO. In the event of a conflict between a TDL and this TO or the OASIS contract, the TO or OASIS contract shall control.
- d. When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work or available funding, the contractor shall notify the FEDSIM COR and CO thereof in writing within two working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the FEDSIM CO through formal contract modification or other appropriate action.
- e. Oral technical directions may be given by the FEDSIM COR only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the FEDSIM COR within two working days of its issuance.
- f. Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the FEDSIM CO in emergencies; oral amendments shall be confirmed in writing within two working days from the time of the oral communication amending the TDL by a TDL modification.
- g. Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of award fee, if any.
- h. Performance on a TDL may not continue past the end of the period of performance date listed in the TDL, unless the FEDSIM CO issues a written Authority to Proceed (ATP) permitting an extension.

H.26 EMERGENCY TRANSPORTATION OF PERSONNEL AND EQUIPMENT

If the GFR approves, the contractor is authorized to provide emergency transportation, e.g., air ambulance, for personnel and equipment.

H.27 GFP RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR) (MAY 2016)

- a. (a) Pursuant to FAR 45.301, authorization is granted to use certain Government property identified in ATTACHMENT J (GFP List) on a noninterference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder.

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I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

<http://www.acquisition.gov/far/>

FAR Part 12 commercial clauses do not apply to this TO.

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2004
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab or Other Covered Entities	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-8	Order of Precedence Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	OCT 2010

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FAR	TITLE	DATE
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost and Payment Fill-in: 30 days	JUN 2013
52.222-2	Payment for Overtime Premiums Fill-in: \$0	JUL 1990
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-14	Rights in Data General	MAY 2014
52.227-14	Rights in Data General (Alternate III)	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-17	Interest	MAY 2014
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25	Prompt Payment (Alternate I)	FEB 2002
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1	Disputes (Alternate I)	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award (Alternate I)	JUN 1985
52.237-3	Continuity of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996

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FAR	TITLE	DATE
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order (Alternate I)	APR 1984
52.243-2	Changes Cost Reimbursement	AUG 1987
52.243-2	Changes Cost Reimbursement (Alternate II)	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2	Subcontracts (Alternate I)	JUN 2007
52.244-5	Competition in Subcontracting	DEC 1996
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-3	Inspection of Supplies---Cost-Reimbursement	MAY 2001
52.246-5	Inspection of Services---Cost-Reimbursement	APR 1984
52.246-25	Limitation of Liability Services	FEB 1997
52.247-63	Preference for U.S. Flag Carriers	JUN 2003
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System Vehicles and Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991

I.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.

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- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

- a. Any tax or duty from which the United States Government is exempt by agreement with the Government of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - or from which the Contractor or any subcontractor under this contract is exempt under the laws of any nation within the AOR of AFRICOM, CENTCOM, EUCOM, NORTHCOM, PACOM, and SOUTHCOM - shall not constitute an allowable cost under this contract.
- b. If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I.2 GENERAL SERVICES ADMINISTRATION ACQUISITION REGULATION (GSAR) CLAUSES INCORPORATED BY REFERENCE

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at the GSAR website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAR Part 512 commercial clauses do not apply to this TO.

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016

I.2.1 GSAR CLAUSES INCORPORATED BY FULL TEXT

552.232-78 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (FEB 2018)

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(a) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(1) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other

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similar legal instrument (including all contracts, task orders, and delivery orders under FAR Parts 13, 14 or 15).

(2) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(3) *Law and disputes.* This agreement is governed by Federal law.

(i) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(ii) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(iii) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(4) *Continued performance.* The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

(5) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(6) *Updating terms.* (i) After award, the contractor may unilaterally revise terms if they are not material. A material change is defined as:

(A) Terms that significantly change Government rights or obligations; and

(B) Terms that increase Government prices;

(C) Terms that decrease overall level of service; or

(D) Terms that limit any other Government right addressed elsewhere in this contract.

(ii) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(iii) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(7) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(8) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of

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Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(9) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(i) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(ii) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at FAR 52.233-1; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(iii) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(10) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(11) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at FAR 52.232-23, Assignment of Claims.

(12) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(b) If any language, provision or clause of this agreement conflicts or is inconsistent with the preceding paragraph (a), the language, provisions, or clause of paragraph (a) shall prevail to the extent of such inconsistency.

(End of clause)

552.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (FAR DEVIATION) (FEB 2018)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

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(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such language, provision, or clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(b) Paragraph (a) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

I.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the FEDSIM CO will make their full text available. Also, the full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DFARS Part 212 commercial clauses do not apply to this TO.

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016

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DFARS	TITLE	DATE
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7004	Award Fee Reduction of Denial for Jeopardizing the Health or Safety of Government Personnel	SEP 2011
252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States and Canada Submission after Award	OCT 2015
252.225-7012	Preference for Certain Domestic Commodities	DEC 2016
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States	JUN 2016
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-Estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions-Computer Software	SEP 2016
252.227-7020	Rights in Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	DEC 1991
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997

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DFARS	TITLE	DATE
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests For Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration--Basic	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty of Data--Basic	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation Of Supplies By Sea--Basic	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services	DEC 1991

I.3.1 DFARS CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) *Definitions.* As used in this clause

(1) “Essential contractor service” means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) “Mission-essential functions” means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to

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perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in Section J, Attachment R, Mission-Essential Contractor Services, dated inserted at TOA.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of Clause)

I.4.2 CLASS DEVIATIONS INCORPORATED BY FULL TEXT

Multiple DFARS class deviations are inserted in full text in Section J, **Attachment AC**. These class deviations include:

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- 252.225-7979 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2018-O0008) (DEC 2017)
- 252.225-7980 Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-O00008) (JUN 2016)
- 252.225-7981 Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016) (SEP 2015)
- 252.225-7987 Requirements for Contractor Personnel Performing in US Southern Command Area of Responsibility (DEVIATION 2014-O0016) (OCT 2014)
- 252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015-O0016) (SEP 2015)
- 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017)
- 252.225-7997 Contractor Demobilization (DEVIATION 2013-O0017) (AUG 2013)

SECTION J LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TO.

ATTACHMENT	TITLE
A	COR Appointment Letter (electronically attached .doc)
B	Acronym List (electronically attached .pdf)
C	OASIS Labor Categories (electronically attached .pdf)
D	Incremental Funding Chart (electronically attached .xls)
E	Award Fee Determination Plan (AFDP) (electronically attached .pdf)
F	Current Environment (electronically attached .pdf)
G	Trip Report Template (electronically attached .pdf)
H	Deliverable Acceptance-Rejection Report (electronically attached .pdf)
I	Problem Notification Report (PNR) (electronically attached .pdf)
J	Government-Furnished Property (electronically attached .xls)
K	Department of Defense (DD) 254 Rev 0002 (electronically attached .pdf)
L	Organizational Conflict of Interest (OCI) Statement (electronically attached .pdf)
M	Corporate Non-Disclosure Agreement (NDA) (electronically attached .pdf)
N	RESERVED
O	Travel Authorization Request (TAR) Template (electronically attached .xls)
P	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
Q	Consent to Purchase (CTP)Template (electronically attached .xls)
R	Mission Essential Contractor Services (electronically attached .pdf)
S	SPOT Guidance (electronically attached .pdf)
T	DD Form 93 (electronically attached .pdf)
U	DCMA Instruction 8210.1C, Change 1 DoD Flight and Ground Operations Instructions (electronically attached .pdf)
V	RESERVED
W	RESERVED
X	RESERVED
Y	RESERVED
Z	RESERVED
AA	RESERVED
AB	RESERVED
AC	DFARS Class Deviations
AD	Anticipated Base Year Projects
AE	RESERVED